

CITY OF SANTA CRUZ
809 Center Street
Santa Cruz, California 95060



CITY COUNCIL AGENDA

Regular Meeting - June 27, 2023

10:45 A.M. CLOSED SESSION, ZOOM/COURTYARD CONFERENCE ROOM

12:30 P.M. CONSENT, PUBLIC HEARINGS, GENERAL BUSINESS, AND ORAL COMMUNICATIONS, ZOOM/COUNCIL CHAMBERS

The meeting may be viewed remotely, using any of the following sources:

- Click on Zoom link (no time delay): <https://zoom.us/j/94684401344>
- Online at <http://www.cityofsantacruz.com/government/city-council/council-meetings>
- Online at [Watch - Community Television of Santa Cruz County](#)
- Comcast Channel 25

Or: Call any of the numbers below. If one is busy, try the next one.

- 1-833-548-0276 (Toll Free)
- 1-833-548-0282 (Toll Free)
- 1-877-853-5247 (Toll Free)
- 1-669-900-9128

- Enter the meeting ID number: 946 8440 1344
- When prompted for a Participant ID, press #.
- Press *9 on your phone to “raise your hand” when the Mayor calls for public comment.
- It will be your turn to speak when the Mayor calls on you. Press *6 to unmute yourself. The timer will then be set.

Correspondence to be included in the agenda packet must be received by 5:00 pm on Monday,
June 26th

PLEASE NOTE:

- Council may take a break(s) as needed.
- Requests for extra speaking time on items other than Oral Communications must be made by 5:00 p.m. on Sunday, February 26th by emailing the Mayor and the City Clerk. Approval will be confirmed via email.

fkeeley@cityofsantacruz.com bbush@cityofsantacruz.com

The City of Santa Cruz does not discriminate against persons with disabilities. Out of consideration for people with chemical sensitivities we ask that you attend fragrance free. Upon request, the agenda can be provided in a format to accommodate special needs. Additionally, if you wish to attend this public meeting and will require assistance such as an interpreter for American Sign Language, Spanish, or other special equipment, please call the City Clerk's Department at 420-5030 at least five days in advance so that we can arrange for such special assistance, or email CityClerk@cityofsantacruz.com. The Cal-Relay system number: 1-800-735-2922.

Si desea asistir a esta reunión pública y necesita ayuda - como un intérprete de lenguaje de señas americano, español u otro equipo especial - favor de llamar al Departamento de la Secretaría de la Ciudad al 420-5030 al menos cinco días antes para que podamos coordinar dicha asistencia especial o envíe un correo electrónico a cityclerk@cityofsantacruz.com. El número del sistema Cal-Relay es: 1-800-735-2922.

Agenda and Agenda Packet Materials: The City Council agenda and the complete agenda packet containing public records, which are not exempt from disclosure pursuant to the California Public Records Act, are available for review on the City's website: www.cityofsantacruz.com/government/city-council-meetings and at the Office of the City Clerk located at 809 Center Street, Room 9, Santa Cruz, California, during normal business hours.

Agenda Materials Submitted after Publication of the Agenda Packet: Pursuant to Government Code §54957.5, public records related to an open session agenda item submitted after distribution of the agenda packet are available at the same time they are distributed or made available to the legislative body on the City's website at: www.cityofsantacruz.com/government/city-council-meetings and are also available for public inspection at the Office of the City Clerk, 809 Center Street Room 8, Santa Cruz, California, during normal business hours, and at the Council meeting.

Need more information? Contact the City Clerk's office at 831-420-5030.

10:45 AM

Closed Session

1. Real Property Negotiations (Government Code §54956.8)

1) Property: Approximately 8.15 acres located on Mount Hermon Road in Scotts Valley, CA

APNs: 022-721-07, 022-721-08, 022-721-09

Owner: City of Santa Cruz

City Negotiator: Bonnie Lipscomb

Negotiating Parties: City of Santa Cruz and City of Scotts Valley

Under Negotiation: Price, terms of payment, or both

2) Property: 333 Front Street

APN: 005-152-32

Owner: City of Santa Cruz

City Negotiator: Bonnie Lipscomb

Negotiating parties: City and Homeless Garden Project

Under Negotiation: Price, terms of payment, or both for potential lease

3) Property: Firehouse Lane, Unincorporated Santa Cruz, CA

APN: 067-202-60

Owner: C-SHORE, a Partnership; Robert R. Rittenhouse and Edithanne Rittenhouse; and Denoyer F. O’Laughlin and Nancy T. O’Laughlin

City Negotiator: Rosemary Menard

Negotiating Parties: City of Santa Cruz and C-SHORE, a Partnership; Robert R. Rittenhouse and Edithanne Rittenhouse; and Denoyer F. O’Laughlin and Nancy T. O’Laughlin

Under Negotiation: Price, terms of payment, or both

4) Property: 6000 La Madrona Drive, Scotts Valley, CA

APN: 021-141-20

Owner: Scotts Valley Fire Protection District

City Negotiator: Rosemary Menard

Negotiating Parties: City of Santa Cruz and Scotts Valley Fire Protection District

Under Negotiation: Price, terms of payment, or both

5) Property: 175 Sims Road, Santa Cruz, CA

APN: 067-202-66

Owner: Craig Yates and Nichole Yates, Co-Trustees of the Yates Family Trust Dated June 14, 2019

City Negotiator: Rosemary Menard

Negotiating Parties: City of Santa Cruz and The Yates Family Trust

Under Negotiation: Price, terms of payment, or both

Closed Session (continued)

2. Conference with Legal Counsel - Existing Litigation (Government Code §54956.9(d)(1))

1) City of Santa Cruz v. The Regents of the University of California, et al.

(Santa Cruz County Superior Court Case No. 22CV00373)

2) Regents of the University of California, et al. v. City of Santa Cruz

(Santa Cruz County Superior Court Case No. 20CV02152)

City Council

12:30 PM

Call to Order

Roll Call

Presentations

3. Mayoral Proclamation Declaring June 27, 2023 as LGBTQIA+ Youth and Allies Leadership Day
4. Mayoral Proclamation Declaring July as Parks and Recreation Month

Presiding Officer's Announcements

Statements of Disqualification

Additions and Deletions

City Attorney Report on Closed Session

Council Meeting Calendar

5. The City Council will review the meeting calendar attached to the agenda and revise it as necessary.

Consent Agenda

6. Resolution Extending the Emergency Declaration in Connection with the December 2022 and January 2023 Winter Storms (CA/CM)

Resolution extending by sixty days the Local Emergency Declaration in connection with the December 2022 and January 2023 winter storms.

Consent Agenda (continued)

7. Resolution Amending Card Room Wagering Limits in Accordance with Chapter 5.48 of the Municipal Code (CA)

Resolution raising wagering limits at cardrooms for Blackjack and Texas Hold 'Em.

8. Minutes of the June 13, 2023 City Council Meeting (CC)

Motion to approve as submitted.

9. Update of Various Council Policies (CC)

Resolution updating various Council Policies to reflect general language updates, changes in laws, and/or align with the City's current practices.

10. Dissolution of the City/County 2x2 Committee and Appointment to the Santa Cruz Housing for Health Partnership (H4HP) Policy Board (CM)

Motion to:

- 1) Dissolve the City/County 2x2 Committee; and
- 2) Appoint the position of Deputy City Manager to the Santa Cruz Housing for Health Partnership (H4HP) Policy Board.

11. City Overlook Emergency Shelter Operations and Management Contract Approval (CM)

Motion to authorize the City Manager to execute a contract, in a form to be approved by the City Attorney, with The Salvation Army in the amount of \$4,048,426.19 to operate and manage the City Overlook emergency shelter program for a term not to exceed 12 months.

12. Tier 3 Safe Parking Operations and Management Contract Approval (CM)

Authorize the City Manager to execute a contract, in a form approved by the City Attorney, between the City of Santa Cruz and the Association of Faith Communities, in the amount of \$430,161.60, to operate and manage the Tier 3 safe parking program.

Consent Agenda (continued)

13. Designation of Voting Delegate and Alternate to Attend the League of California Cities (LOCC) Annual Conference Being Held in Sacramento September 20-22, 2023 (CN)

Motion to designate Vice Mayor Golder as the voting delegate, and Councilmember Brunner as the alternate, in the event that Vice Mayor Golder is unavailable, to attend the League of California Cities Annual Conference in Sacramento.

14. First Amendment to Graffiti Abatement Services Agreement with Graffiti Protective Coatings, Inc. (ED)

Authorize the City Manager to execute the First Amendment to Graffiti Abatement Services Agreement, and any amendments thereto, in a form approved by the City Attorney, with Graffiti Protective Coatings, Inc., increasing the not to exceed amount from \$125,000 to \$147,000 for FY 2023 and extending service through FY 2024 in an amount of \$147,688.

15. Proposition 4 Appropriations Limit Adjustment Factors (FN)

Resolution approving the selection of the annual adjustment factors to be utilized in the calculation of the City's Proposition 4 Appropriations Limit based on the adopted budget for FY 2024, with amendments thereto, if any.

16. Award Contract for Safety Footwear (FN)

Motion to:

1) Award a contract for citywide purchases for safety footwear to Beck's Shoes, Inc., Campbell, California for a 3-year term; and

2) Authorize the City Manager to execute the agreement, in a form approved by the City Attorney, and any amendments within the approved operating budget.

Consent Agenda (continued)

- 17. Pass-Through Agreement with Volunteer Center of Santa Cruz County - TDA Claimant (FN)

Motion to:

- 1) Authorize and direct the City Manager to execute an agreement, in a form approved by the City Attorney, with Volunteer Center of Santa Cruz County, allowing the City to act as claimant for funds obtained from the Santa Cruz County Regional Transportation Commission (SCCRTC) for FY 2024; and

- 2) Authorize funding amount of \$104,234 for FY 2024.

- 18. Pass-Through Agreement with Community Bridges/CTSA of Santa Cruz County - TDA Claimant (FN)

Motion to authorize and direct the City Manager to execute an agreement, in a form approved by the City Attorney, with Community Bridges/Consolidated Transportation Services Agency/State Transit Assistance (STA), allowing the City to act as claimant for funds obtained from the Santa Cruz County Regional Transportation Commission (SCCRTC) for FY 2024.

- 19. Award Contract to Tyler Technologies to Implement Tyler Enterprise Permitting and Licensing Software (Tyler EPL, formerly Tyler EnerGov) (PL/IT)

Motion to authorize the City Manager to execute contracts, in forms approved by the City Attorney, with Tyler Technologies for licensing, maintenance, and implementation of Tyler Technologies’ enterprise permitting and licensing (EPL) software.

- 20. Contract Amendment for Kimley-Horn Associates for Professional Services Related to the Downtown Plan Expansion (PL)

Motion authorizing the City Manager to execute a contract amendment, in a form approved by the City Attorney, with Kimley-Horn Associates in an amount not to exceed \$297,500, based on the attached scope of work and budget.

Consent Agenda (continued)

21. FreeWire Boost Charger for Medium/Heavy Duty Vehicles (g402301) - Award Contract and Budget Adjustment (PW)

Motion to:

1) Adopt a resolution to amend the FY 2023 budget to appropriate funds in the amount of \$233,745; and

2) Authorize the purchase of FreeWire Boost Charger from FreeWire Technologies (Newark, CA) in the amount of \$214,655.

22. Overnight Parking Permit Fees Related to Oversized Vehicle Ordinance (No. 2021-20) Implementation (PW)

Resolution establishing fees for City-issued oversized vehicle overnight parking permits.

23. West Cliff Drive Stabilization Project (c401501) - Ratification of Plans and Specifications, Authorization to Advertise for Bids and Award Contract, and Authorize Professional Service Agreement for Construction Support Services (PW)

Motions to:

1) Ratify the plans and specifications for the West Cliff Drive Stabilization Project (c401501), authorize an exemption from local employment requirements, and bid and award the contract. Per Resolution No. NS-27,563, the City Manager is hereby authorized and directed to execute the contract, in a form approved by the City Attorney. The Director of Public Works is authorized to execute change orders within the approved project budget.

2) Approve and authorize the City Manager to execute a Professional Service Agreement with Mesiti Miller Engineering (Santa Cruz, CA) for Construction Support Services for the West Cliff Drive Stabilization Project (c401501), in a form approved by the City Attorney. The Director of Public Works is authorized to execute contract amendments within the approved project budget.

Consent Agenda (continued)24. Award Contract for Vapex Micro Odor Control Units (m409659) (PW)

Motion to award a contract for the purchase of four Vapex Micro Odor Control Units from Vapex Environmental Technologies, LLC (Cocoa, FL) in the amount of \$634,242.12.

25. Beltz Well 9 Aquifer Storage and Recovery Pilot Testing - Approval of California Environmental Quality Act Exemption, Plans and Specifications, and Authorization to Advertise and Award Contract (WT)

Motion to approve plans and specifications for construction of the Beltz Well 9 Aquifer Storage and Recovery Pilot Testing Program (Project), authorize staff to advertise for bids, find the Project exempt under the California Environmental Quality Act (CEQA), and award the contract. Per Resolution No. NS-27,563, the City Manager is hereby authorized and directed to execute the contract, in a form approved by the City Attorney. The Water Director is authorized to execute change orders within the approved project budget.

26. Beltz Wells 8 and 12 Aquifer Storage and Recovery Design - Award of Professional Services (WT)

Motion authorizing the City Manager to execute an agreement in a form to be approved by the City Attorney with Carollo Engineers (Walnut Creek, CA) for Professional Engineering Services for Beltz Wells 8 and 12 Aquifer Storage and Recovery Design and to authorize the Water Director to execute future contract amendments within the approved budget.

27. Resolution Transferring Funds within the Water Enterprise Funds to Meet FY 2023 Financial Targets - Budget Adjustment (WT)

Resolution transferring \$8,000,000 to the Water Operations Fund (Fund 711) and \$600,000 to the Water 90-Day Fund (Fund 716) from the Water Rate Stabilization Fund (Fund 713).

End Consent Agenda

Public Hearings

- 28. 2nd Reading and Final Adoption of Ordinance No. 2023-08 Amending Select Portions of Chapter 10.40 and Section 10.41.060 of the Santa Cruz Municipal Code, Pertaining to the Parking of Oversized Vehicles (PL/CA)

Adopt Ordinance No. 2023-08 amending select portions of Chapters 10.40 and Section 10.41.060 of the Santa Cruz Municipal Code, pertaining to the parking of oversized vehicles.

- 29. Cooperative Retail Management Business Real Property Improvement District Assessments for FY 2024 (ED)

Absent receipt of a majority vote from property owners against the proposed assessment at the close of the public hearing:

Motion to:

- 1) Adopt a resolution confirming the Cooperative Retail Management Business Real Property Improvement District FY 2024 Annual Plan and levying Cooperative Retail Management Business Real Property Improvement District Assessments for FY 2024; and
- 2) Adopt Ordinance No. 2023-09 confirming that Chapter 5.06 of the Santa Cruz Municipal Code shall apply to the Cooperative Retail Management Business Real Property Improvement District within the District’s modified boundaries and to the increased assessments approved and levied by the City Council for the District’s FY 2024.

- 30. Appeal of Proposed Single Space Markings on David Way (PW)

Resolution to deny the appeal of the Transportation and Public Works Commission’s decision and not install single space markings on David Way.

General Business

- 31. Five-Year Strategic Plan (CN)

Motion to provide feedback for the first draft of City of Santa Cruz’s five-year strategic plan.

General Business (continued)

32. 2022 Commission for the Prevention of Violence Against Women (CPVAW) Annual Report (CM)

Receive the 2022 Commission for the Prevention of Violence Against Women (CPVAW) Annual Report.

Oral Communications Announcement - Members of the public may address Council on matters not on the agenda, but within the jurisdiction of the Council. 30 minutes is allocated for Oral Communications. No extra time for groups will be granted.

Oral Communications

Adjournment

INFORMATION ITEMS PREVIOUSLY DISTRIBUTED TO CITY COUNCILMEMBERS

ADDENDUM TO CITY COUNCIL AGENDA - JUNE 27, 2023

33. City Manager: Quarterly Grant Report - Fiscal Year 2023 as of March 31, 2023 - June 16, 2023 (CMFYI 265)
34. Finance Department: Portfolio Management Report - Pooled Cash and Investments as of May 31, 2023 - 6/15/23 (FNFYI 371)

MAYOR'S PROCLAMATIONS

ADDENDUM TO CITY COUNCIL AGENDA - JUNE 27, 2023

35. Proclaiming June 23, 2023 as “Day Worker Center Day” and encouraging all citizens to join in expressing heartfelt appreciation for its endeavors to work for the betterment of the lives of day workers in our community.
36. Proclaiming June 24, 2023 as “Abi Mustapha Day” in recognition of her work as an activist with Santa Cruz Equity Collab and her commitment to the pursuit of equity, justice, and liberation for all and encouraging all citizens to join in this observance.
37. Proclaiming Tuesday, June 27, 2023 as “LGBTQIA+ Youth and Allies Leadership Day” and encouraging all residents to embrace, respect, and support the rights and culture of all individuals who identify as LGBTQIA+; congratulating the LGBTQIA+ students and allies who were honored at the 26th Annual Queer Youth Leadership Awards; and joining members of the LGBTQIA+ community in their fight for equal rights in our city, state, nation, and beyond.
38. Proclaiming the month of July 2023 as “Parks and Recreation Month.”

Advisory Body Appointments

The following positions are vacant. Council will make the appointments at a future meeting.

County Latino Affairs Commission	One opening - at-large nomination
Sister Cities Committee	Three openings - at-large nominations

Public Hearing

If, in the future, you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing.

Any person seeking to challenge a City Council decision made as a result of a proceeding in which, by law, a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the City Council, shall be required to commence that action either 60 days or 90 days following the date on which the decision becomes final as provided in Code of Civil Procedure Section 1094.6 Please refer to code of Civil Procedure 1094.6 to determine how to calculate when a decision becomes “final.” The 60-day rule applies to all public hearings conducted pursuant to the City’s Zoning Ordinance, Title 24, Santa Cruz Municipal Code. The 90-day rule applies to all other public hearings.

City Council Agenda Legislative History Addendum

No information was submitted.

City staff is responsible for providing the City Clerk with such documentation and information for the Legislative History Addendum. The information will be on file in the City Clerk’s Department.

The Addendum is a listing of information specific to City Council business, but which does not appear on a Council meeting agenda. Such entities would include, but not be limited to: Court decisions, Coastal Commission Appeals of City Council actions, Closed Session Agreements/Settlements, which are public record, Association of Monterey Bay Area Governments, Local Agency Formation Commission.

Meeting Type
Holiday
Jewish Holiday
Regular Meeting
Special Meeting
Study Session (will be added as scheduled)
Budget Hearing

City Council Meeting Calendar for 2023

Please note: Meeting times are not final and are likely to change

DATE	Location	Meeting Type
July 4	City Hall Closure - Independence Day	
July 11 and 25 Meetings Cancelled - CITY COUNCIL DARK		
August 8	Courtyard Conf. Room	Closed Session - Closed to the Public
	Council Chambers	Council Regular Meeting - Open to the Public
August 22	Courtyard Conf. Room	Closed Session - Closed to the Public
	Council Chambers	Council Regular Meeting - Open to the Public
September 4	City Hall Closure - Labor Day	
September 12	Courtyard Conf. Room	Closed Session - Closed to the Public
	Council Chambers	Council Regular Meeting - Open to the Public
September 15/16	Rosh Hashanah (City observed - sundown to sundown)	
September 24/25	Yom Kippur (City observed - sundown to sundown)	
September 26	Courtyard Conf. Room	Closed Session - Closed to the Public
	Council Chambers	Council Regular Meeting - Open to the Public
October 10	Courtyard Conf. Room	Closed Session - Closed to the Public
	Council Chambers	Council Regular Meeting - Open to the Public
October 24	Courtyard Conf. Room	Closed Session - Closed to the Public
	Council Chambers	Council Regular Meeting - Open to the Public
November 14	Courtyard Conf. Room	Closed Session - Closed to the Public
	Council Chambers	Council Regular Meeting - Open to the Public
November 10	City Hall Closure - Veteran's Day (observed)	
November 28	Courtyard Conf. Room	Closed Session - Closed to the Public
	Council Chambers	Council Regular Meeting - Open to the Public
November 23	City Hall Closure - Thanksgiving Day	
November 24	City Hall Closure - Day After Thanksgiving Day	
December 7/8	Hanukkah (City observed - sundown to sundown)	
December 12	Courtyard Conf. Room	Closed Session - Closed to the Public
	Council Chambers	Council Regular Meeting - Open to the Public
December 25	City Hall Closure - Christmas Day	
December 26 Meeting Cancelled - CITY COUNCIL DARK		



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: City Attorney/City Manager

SUBJECT: Resolution Extending the Emergency Declaration in Connection with the December 2022 and January 2023 Winter Storms (CA/CM)

RECOMMENDATION: Resolution extending by sixty days the Local Emergency Declaration in connection with the December 2022 and January 2023 winter storms.

BACKGROUND: Storms in December 2022 and January 2023 have caused significant flooding, infrastructure damage, and other storm impacts, including downed trees and impacts to persons experiencing homelessness. On January 4, 2023, the City Manager issued a “Proclamation of Existence of Local Emergency.”

DISCUSSION: Chapter 2.20 of the City of Santa Cruz Municipal Code, at Section 2.20.030, empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity or disaster, subject to confirmation by the City Council at the “earliest practicable time.” During the existence of such emergency, the Director of Emergency Services is also authorized, pursuant to Section 2.20.040(1), to “[m]ake and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency,” also subject to confirmation by the City Council “at the earliest practicable time.”

In view of the facts and circumstances described above, on January 4, 2023, the City Manager declared the existence of a local emergency in the City of Santa Cruz. The City Council ratified the emergency declaration by Resolution No. NS-30,085 at its January 10, 2023 regular meeting. At its regular meetings on January 24, 2023, and March 14, 2023, the Council adopted Resolution Nos. NS-30,095 and NS-30,116, further extending the declaration of emergency by 60 days.

The attached resolution, if adopted by the City Council, would extend the emergency declaration related to the December 2022 and January 2023 winter storms emergency by an additional 60 days, to August 26, 2023.

FISCAL IMPACT: Actions taken by the City during a declared emergency are potentially recoverable from Cal OES (California Governor’s Office of Emergency Services) and FEMA (Federal Emergency Management Agency).

Prepared By:
Stephanie Duck
Deputy City Attorney

Submitted By:
Tony Condotti
City Attorney

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. RESOLUTION.DOCX

RESOLUTION NO. NS-XX,XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ EXTENDING
THE LOCAL EMERGENCY DECLARATION IN CONNECTION WITH THE DECEMBER
2022 AND JANUARY 2023 WINTER STORMS

WHEREAS, Santa Cruz Municipal Code section 2.20.030 empowers the City Manager, as the director of emergency services, to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity, subject to confirmation by the City Council at the earliest practicable time; and

WHEREAS, on December 30 and 31st, 2022, the City of Santa Cruz experienced a major rain event (the "December 2022 Atmospheric River Winter Storm"); and

WHEREAS, as a result of the December 2022 Atmospheric River Winter Storm, flooding, debris from trees, and mud have impacted the San Lorenzo River and adjacent areas, including the Tannery area, San Lorenzo Park, and the beach. The San Lorenzo River reached 22.1 feet. Rainfall amounts exceeded 7 inches in the mountains over a 24-hour period; and

WHEREAS, soil conditions in the City of Santa Cruz remain saturated as a result of the December 2022 Atmospheric River Winter Storm, and another powerful storm event occurred on January 4 and 5th, 2023, increasing flooding and other storm impacts, including downed trees, major infrastructure damage, and impacts to persons experiencing homelessness; and

WHEREAS, the County of Santa Cruz proclaimed the existence of a local emergency in the County on January 3, 2023; and

WHEREAS, in light of the foregoing and pursuant to his authority as Emergency Services Director, on January 4, 2023, the City Manager declared the existence of a local emergency (the "Emergency Proclamation").

WHEREAS, at its January 10, 2023 meeting, the City Council adopted Resolution No. NS-30,085 declaring the existence of a State of Emergency in connection with the December 2022 and January 2023 winter storms, confirming the January 4, 2023 Emergency Proclamation by the Director of Emergency Services; and

WHEREAS, at its regular meetings on January 24, 2023, March 14, 2023, and May 9, 2023, the Council adopted Resolution Nos. NS-30,095, NS-30,116, and NS-30,145 further extending the declaration of emergency by 60 days; and

WHEREAS, damage to City infrastructure from the December 2022 and January 2023 winter storms is extensive and as a result, the City's emergency response to the December 2022 and January 2023 winter storms will likely be ongoing.

RESOLUTION NO. NS-XX,XXX

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Cruz (City Council) as follows:

- A. That the City Council hereby declares that the local emergency declaration adopted at its January 10, 2023 regular meeting by Resolution No. NS-30,085, and extended on January 24, 2023 by Resolution NS-30,095, on March 14, 2023 by Resolution NS-30,116, and on May 9, 2023 by Resolution NS-30,145, shall be extended an additional sixty (60) days from its adoption pursuant to California Government Code Section 8630, et seq., by this Resolution; and
- B. This Resolution shall remain in full force and effect and shall thereafter terminate on the sixtieth (60th) day after its adoption, unless earlier terminated or further extended by subsequent City Council action.

PASSED AND ADOPTED this 27th day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: City Attorney

SUBJECT: Resolution Amending Card Room Wagering Limits In Accordance with Chapter 5.48 of the Municipal Code (CA)

RECOMMENDATION: Resolution raising wagering limits at cardrooms for Blackjack and Texas Hold 'Em.

BACKGROUND: The City Council adopted Santa Cruz Municipal Code Chapter 5.48 on December 8, 1998 pertaining to cardrooms. In accordance with the requirements of the State Gambling Control Act (Business & Professions Code §19800, et seq.), Section 5.48.100 of the Municipal Code provides that no cardroom may operate within the City until wagering limits approved by the City Council are established and posted to give betting patrons adequate notice of wagering limits. In February of 1999, the City Council adopted a resolution prohibiting a cardroom owner, operator or employee from permitting any person playing in any game to bet or wager in excess of \$200 in any hand.

DISCUSSION: The Oceanview Cardroom is and has been since at least the mid-1990s the only cardroom operating within the City. For the past several months, in response to a long-standing request from the Oceanview's owner, the Economic Development and Housing Department and Police Department have been exploring the potential for increasing the wagering limits most recently established in 1999, including conferring with the State Department of Gambling Control, and researching wagering limits in other nearby jurisdictions.

At present, neither the State nor nearby jurisdictions have any wagering limits for card rooms. According to the Police Department, the current Oceanview Cardroom operation does not generate a significant number of calls for service, particularly in comparison with some of the other businesses on Pacific Avenue south of Laurel. If adopted, the attached resolution would increase the wagering limits for Blackjack to \$500 and for Texas Hold 'Em to \$1,000. The Police Department and Economic Development and Housing Department are supportive of this adjustment.

FISCAL IMPACT: No significant fiscal impact anticipated.

Prepared and Submitted By:
Tony Condotti
City Attorney

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. RESOLUTION.DOCX

RESOLUTION NO. NS-30,XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ
RAISING THE WAGERING LIMIT AT CARDROOMS FOR BLACKJACK AND TEXAS-
HOLD 'EM

WHEREAS, Santa Cruz Municipal Code section 5.48.100 requires all cardrooms operating within the City of Santa Cruz to establish wagering limits in accordance with such limitations as may be set from time to time by the City of Santa Cruz; and

WHEREAS, the City of Santa Cruz adopted Resolution No. NS-24,216 on February 23, 1999 that limits any wager to a maximum of two hundred dollars (\$200.00); and

WHEREAS, the Economic Development and Police Departments have determined that, given current conditions, an increase in maximum wager limits to the amounts specified herein are unlikely to result in an increase in crime based on larger amounts of cash being used.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Cruz as follows:

1. No cardroom owner, operator, or employee shall permit any person to make a maximum single bet in the excess of five hundred dollars (\$500) in the game of Blackjack or make a maximum single bet in the excess of one thousand dollars (\$1,000) in the game of Texas Hold 'Em.
2. The Santa Cruz Police Department, in conjunction with the Economic Development Department, will monitor any rise in crime associated with raising the wager limit and submit a report to the City Manager within six months of the effective date of this resolution with a recommendation as to whether any amendments to the limits specified herein are warranted.

PASSED AND ADOPTED this 27th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator

MINUTES ARE UNOFFICIAL UNTIL APPROVED BY COUNCIL

City of Santa Cruz
809 Center Street
Santa Cruz, California 95060

MINUTES OF A CITY COUNCIL MEETING

June 13, 2023

10:00 AM

Mayor Keeley opened the City Council Closed Session at 10:01 a.m. in a public meeting via Zoom and in Council Chambers, for the purpose of announcing the agenda, and receiving public testimony.

Roll Call

Present: Councilmembers Newsome, Brown, Watkins, Brunner; Vice Mayor Golder; Mayor Keeley.

Absent: Councilmember Kalantari-Johnson.

Staff: City Manager M. Huffaker, Assistant City Manager L. Schmidt, Finance Director E. Cabell, Director of Information Technology K. Morgan (via Zoom), City Attorney T. Condotti, Deputy City Clerk Administrator J. Wood, City Clerk Administrator B. Bush.

Public Comment

Mayor Keeley opened the public comment period at 10:02 a.m. The following people spoke:

Jane Doyle spoke regarding item 1.

Reggie Meisler spoke regarding item 1.

Mayor Keeley closed the public comment period at 10:08 a.m., at which time the meeting was closed to the public and Council adjourned to the Courtyard Conference Room.

Closed Session

1. Real Property Negotiations (Government Code §54956.8)

Property: Approximately 8.15 acres located on Mount Hermon Road in Scotts Valley, CA

APNs: 022-721-07, 022-721-08, 022-721-09

Owner: City of Santa Cruz

City Negotiator: Bonnie Lipscomb

Negotiating Parties: City of Santa Cruz and City of Scotts Valley

Under Negotiation: Price, terms of payment, or both

Council received a status report from the City Negotiator, and gave direction.

2. Conference With Legal Counsel - Liability Claims (Government Code §54956.95)

1) Claimant: Dominique Townsend

2) Claimant: Michael B. Smith

3) Claimant: Ginaia Kelly

Claims against the City of Santa Cruz

Council received a status report, took up under agenda item 11, and no reportable action was taken.

3. Conference with Legal Counsel - Anticipated Litigation (Government Code §54956.9(d)(2))

Significant exposure to litigation (one potential case to be discussed - Don Honda May 28, 2023 email message)

Council received a status report, and took no reportable action.

Closed Session (continued)

4. Conference with Legal Counsel - Existing Litigation (Government Code §54956.9(d)(1))
 - 1) City of Santa Cruz v. The Regents of the University of California, et al.
(Santa Cruz County Superior Court Case No. 22CV00373)
 - 2) Regents of the University of California, et al. v. City of Santa Cruz
(6th Appellate District Court of Appeals Case No. 20CV02152)
 - 3) Lisa Foster v. City of Santa Cruz, et al.
(Santa Cruz County Superior Court Case No. 23CV00638)
 - 4) Robert Fleck v. City of Santa Cruz, et al.
(Santa Cruz County Superior Court Case No. 23CV01131)
 - 5) City of Arcata, et al. v. Pacific Gas and Electric Company
(San Francisco Superior Court Case No. CGC-20-585483)

Council received a status report, gave direction, and took no reportable action on items 1, 2, and 5.

Council received a status report and authorized the City Attorney to file cross-complaints related to cases 3 and 4. The details and particulars will be available to members of the public by request once the complaints are filed.

City of Santa Cruz
809 Center Street
Santa Cruz, California 95060

MINUTES OF A CITY COUNCIL MEETING
June 13, 2023

12:15 PM

Call to Order - Mayor Keeley called the meeting to order at 12:17 p.m. in Council Chambers.

Roll Call

Present: Councilmembers Newsome, Brown, Watkins, Brunner; Vice Mayor Golder; Mayor Keeley.

Absent: Councilmember Kalantari-Johnson.

Staff: City Manager M. Huffaker, Assistant City Manager L. Schmidt, City Attorney T. Condotti, Finance Director E. Cabell, Director of Public Works N. Nguyen, Director of Parks and Recreation T. Elliot, Director of Economic Development and Housing B. Lipscomb, Chief of Fire R. Oatey, Director of Planning and Community Development L. Butler, Water Director R. Menard, Director of Information Technology K. Morgan, Police Lieutenant G. Crofts, Chief People Officer S. De Leon, Parks Superintendent T. Beck, Operations Manager G. Sanchez, Deputy City Clerk Administrator J. Wood, City Clerk Administrator B. Bush.

Presiding Officer's Announcements

Statements of Disqualification - Councilmember Brunner announced she is recusing herself from items 24 and 28 as these items have an impact on her employer, the Downtown Association.

Additions and Deletions - None.

City Attorney Report on Closed Session - See pages 6494–6495 for the report.

Presentations

5. Capital Investment Program Presentation

Finance Director E. Cabell introduced the Capital Improvement Program’s proposed budget for FY 2023 and called on the following individuals to give presentations on their department’s Capital Investment and respond to Councilmember questions: Director of Public Works N. Nguyen, Director of Parks and Recreation T. Elliot, Director of Economic Development and Housing B. Lipscomb, and Fire Chief R. Oatey.

Parks Superintendent T. Beck responded to Councilmember questions.

Operations Manager G. Sanchez responded to Councilmember questions.

6. Presentation from the Council Ad Hoc Budget and Revenue Committee on Results of Housing Measure Feasibility Work

Mayor Keeley, and Councilmembers Brown and Newsome gave a presentation.

Mayor Keeley opened the public comment period. The following people spoke:

- Unidentified person
- Unidentified person
- Garrett
- Jim Weller
- Jane Barr
- Don Lane
- Unidentified person

Mayor Keeley closed the public comment period.

Council Meeting Calendar

7. The City Council reviewed and did not revise the meeting calendar attached to the agenda.

Consent Agenda

Mayor Keeley opened the public comment period. The following person spoke:

Garrett spoke regarding items 14 and 20.

Mayor Keeley closed the public comment period.

Director of Public Works N. Nguyen responded to Councilmember Brown's question regarding item 18.

MOTION: Councilmember Watkins moved, seconded by Vice Mayor Golder, to approve the Consent Agenda.

ACTION: The motion carried with the following vote.

AYES: Councilmembers Newsome, Brown, Watkins, Brunner; Vice Mayor Golder; Mayor Keeley.
 NOES: None.
 ABSENT: Councilmember Kalantari-Johnson.
 DISQUALIFIED: None.

8. Minutes of the May 23, 2023 City Council Meeting (CC)

Motion carried to approve as submitted.

9. Minutes of the May 24, 2023 City Council Special Meeting (CC)

Motion carried to approve as submitted.

10. 333 Locust Street Acquisition Agreement and Budget Adjustment (ED)

Motion carried to:

- Adopt Resolution No. NS-30,152 authorizing the City Manager to enter into a Purchase Sale Agreement to purchase the real property located at 333 Locust Street (APN 005-033-03) and execute any and all related documents necessary, in a form approved by the City Attorney; and
- Adopt Resolution No. NS-30,153 amending the FY 2023 budget in the amount of \$1,718,000 to fund the acquisition of the property at 333 Locust Street.

Consent Agenda (continued)11. Liability Claims Filed Against the City of Santa Cruz (FN)

Motion carried to reject the liability claims of 1) Dominique Townsend, 2) Michael B. Smith, and 3) Ginaia Kelly, based on staff recommendation.

12. General Obligation Refunding Bonds - Tax Rate Authorization (FN)

Resolution No. NS-30,154 was adopted setting the tax rate for FY 2024 with respect to the City's General Obligation Refunding Bonds.

13. Resolution Amending the Personnel Complement and Classification and Compensation Plans for the FY 2023 Budget for the Police Department (HR)

Resolution No. NS-30,155 was adopted amending the Classification and Compensation Plan and the FY 2023 Personnel Complement by approving a classification change in the Police Department.

14. Suspension of the Natural Gas Prohibition Ordinance (PL)

Resolution No. NS-30,156 was adopted suspending enforcement of Santa Cruz Municipal Code 6.100 Prohibition of Natural Gas Infrastructure in new buildings.

15. Award Contract for Case 570N EP 4WD Tractor Loader Scraper - Budget Adjustment (PR)

Motion carried to:

- Award a contract for the purchase of one new Case 570N EP 4WD Tractor Loader Scraper from Sonsray Machinery (Salinas, CA) in the amount of \$114,437.70, not to exceed \$150,000 in the event of inflationary increases; and
- Adopt Resolution No. NS-30,157 amending the FY 2023 budget in the amount of \$114,437.70 to facilitate the purchase of a new Case 570N EP 4WD Tractor Loader Scraper from Sonsray Machinery (Salinas, CA).

Consent Agenda (continued)

16. FY 2024 Funding for Senate Bill 1 Road Maintenance and Rehabilitation Account (RMRA) (PW)

Resolution No. NS-30,158 was adopted approving the FY 2024 allocation of SB 1 Road Maintenance and Rehabilitation Account funds and authorizing the City Manager to submit the project list to the California Transportation Commission.

17. Measure D Expenditure Plan: FY 2024-2028 (PW)

Motion carried to approve the proposed Measure D Five-Year Expenditure Plan for FY 2024-2028.

18. Neary Lagoon Tule and Sediment Removal Project (m409668) - Approval of Plans and Specifications and Authorization to Advertise for Bids and Award Contract (PW)

Motion carried to approve the plans and specifications for the Neary Lagoon Tule and Sediment Removal Project (m409668), authorize an exemption from local employment requirements, and authorize staff to advertise for bids and award the contract. The City Manager is hereby authorized and directed to execute the contract as authorized by Resolution No. NS-27,563. The Public Works Director is authorized to execute change orders within the approved project budget.

19. Rising Prices for Tires and Repair Costs for City Vehicles and Equipment - Budget Adjustment (PW)

Resolution No. NS-30,159 was adopted amending the FY 2023 budget to appropriate funds in the amount for \$70,000 to fund increasing tire purchases and repair expenses.

20. Proposed Resource Recovery Collection Rates Increase (PW)

Motion carried to schedule a Public Hearing for August 8, 2023 on the proposed resource recovery collection rates increase, in accordance with State law, including a mailed notice to property owners.

Consent Agenda (continued)21. Graham Hill Water Treatment Plant Facility Improvements Project - Update Report / City Council Direction (WT/PL)

Motion carried to:

- Notify the Water and Planning Commissions that the Graham Hill Water Treatment Plant Facility Improvements Project (Project) will be brought to the City Council for final consideration and action on the Environmental Impact Report (EIR), discretionary permits/entitlements, and final project approval per Santa Cruz Municipal Code 24.04.175.2; and
- Direct staff to coordinate with the Water and Planning Commissions to obtain project recommendations from those commissions on the Project EIR (Water Commission) and Project entitlements (Planning Commission) prior to Council's final action on the Project.

22. Loch Lomond Reservoir Oxygen Diffuser System - Notice of Completion (WT)

Motion carried to:

- Ratify Change Order No. 1 with Mobley Engineering Inc. (Norris, TN) related to redesign of the system to accommodate differing field conditions and several delays and remobilizations to the project in the amount of \$53,521.80; and
- Accept the work of Mobley Engineering Inc. (Norris, TN) as complete per the agreement and authorizing the filing of a Notice of Completion for the Loch Lomond Reservoir Oxygen Diffuser System and to authorize the Water Director to sign the Notice of Completion as the Owner's Authorized Agent.

23. Contract Amendment 2024-01 with HDR Inc. for Capital Program Management Services (WT)

Motion carried authorizing the City Manager to execute Contract Amendment No. 2024-01 with HDR for Service Order No. 9 in the amount of \$6,933,644 in a form to be approved by the City Attorney.

End Consent Agenda

Consent Public Hearings

Mayor Keeley separated the Consent Public Hearing items at the request of Councilmember Brunner.

At this time, Councilmember Brunner left the dais.

24. Downtown Association: Parking and Business Improvement Area Assessments for FY 2024 (ED)

Mayor Keeley opened the public comment period. There were no speakers. Mayor Keeley closed the public comment period.

MOTION: Councilmember Newsome moved, seconded by Councilmember Brown, to adopt Resolution No. NS-30,160 confirming the Parking and Business Improvement Area FY 2024 Plan prepared by the Downtown Association and levying the Parking and Business Improvement Area Assessments for FY 2024.

ACTION: The motion carried with the following vote.

- AYES: Councilmembers Newsome, Brown, Watkins; Vice Mayor Golder; Mayor Keeley.
- NOES: None.
- ABSENT: Councilmember Kalantari-Johnson.
- DISQUALIFIED: Councilmember Brunner.

At this time Councilmember Brunner returned to the dais.

Consent Public Hearings (continued)

25. Expansion of Technology Surcharge (PL)

Mayor Keeley opened the public comment period. The following person spoke:

Garrett

Mayor Keeley closed the public comment period.

MOTION: Councilmember Watkins moved, seconded by Councilmember Brown, to:

- Adopt Resolution No. NS-30,161 to rescind Resolution No. NS-27,559, the Council’s 2007 Technology Surcharge resolution, and expand the application of a six (6) percent Technology Surcharge to certain fees collected by the Planning and Community Development, Finance, Public Works, Parks and Recreation, Fire, and Water Departments; and
- Direct staff to take related implementation actions.

ACTION: The motion carried with the following vote.

AYES: Councilmembers Newsome, Brown, Watkins, Brunner; Vice Mayor Golder; Mayor Keeley.

NOES: None.

ABSENT: Councilmember Kalantari-Johnson.

DISQUALIFIED: None.

Public Hearings

26. Tree Appeal 233 Union Street (PR)

Urban Forester L Keedy spoke and responded to Councilmember questions.

Appellant Elise Casby and Marv Lewis spoke regarding this item and responded to Councilmember questions.

Danny Alvarez, Realtor with Maverick Group Real Estate, and Sarah Moore, co-owner of 233 Union Street, spoke on behalf of the applicant regarding this item and responded to Councilmember questions.

Mayor Keeley opened the public comment period. The following people spoke.

Gillian Greensite
George Berkeley

Mayor Keeley closed the public comment period.

Appellant Elise Casby provided a rebuttal.

MOTION: Vice Mayor Golder moved, seconded by Councilmember Newsome, to adopt Resolution No. NS-30,162 to deny the appeal and uphold the Parks and Recreation Commission's approval of tree removal permit application #23-0005 submitted by Dorth Raphaely to remove two Coast Redwood trees located at 233 Union Street.

ACTION: The motion carried with the following vote.

AYES: Councilmembers Newsome, Watkins, Brunner; Vice Mayor Golder; Mayor Keeley.
NOES: Councilmember Brown.
ABSENT: Councilmember Kalantari-Johnson.
DISQUALIFIED: None.

Public Hearings (continued)

27. Ordinance Amending Select Portions of Chapter 10.40 of the Santa Cruz Municipal Code, Along with Santa Cruz Municipal Code Section 10.41.060, Pertaining to the Parking of Oversized Vehicles (PL/CA)

Director of Planning and Community Development L. Butler gave a presentation and responded to Councilmember questions.

Mayor Keeley opened the public comment period. The following people spoke.

Joy Schendledecker
Reggie
Robert Norse

Mayor Keeley closed the public comment period.

MOTION: Councilmember Brunner moved, seconded by Councilmember Watkins, to introduce for publication Ordinance No. 2023-08 amending select portions of Chapters 10.40 and Section 10.41.060 of the Santa Cruz Municipal Code, pertaining to the parking of oversized vehicles.

ACTION: The motion carried with the following vote.

AYES: Councilmembers Newsome, Watkins, Brunner; Vice Mayor Golder; Mayor Keeley.
NOES: Councilmember Brown.
ABSENT: Councilmember Kalantari-Johnson.
DISQUALIFIED: None.

At this time, Councilmember Brunner left the dais.

General Business

28. Cooperative Retail Management Business Real Property Improvement District Assessments for FY 2024 (ED)

Economic Development and Housing Manager R. Unitt gave a presentation.

Mayor Keeley opened the public comment period. There were no speakers. Mayor Keeley closed the public comment period.

MOTION: Councilmember Brown moved, seconded by Vice Mayor Golder, to:

- Approve the FY 2023 Annual Report and FY 2024 Plan prepared by the Downtown Management Corporation;
- Adopt Resolution No. NS-30,163 as a Resolution of Intention to levy a Cooperative Retail Management Business Real Property Improvement District Assessment for FY 2024 and schedule a public hearing for June 27, 2023, after the hour of 1 pm, on the levy of the assessments for FY 2024; and
- Introduce for publication Ordinance No. 2023-09 confirming that Chapter 5.06 of the Santa Cruz Municipal Code shall apply to the Cooperative Retail Management Business Real Property Improvement District within the District's modified boundaries and to the increased assessments approved and levied by the City Council for the District's FY 2024.

ACTION: The motion carried with the following vote.

AYES: Councilmembers Newsome, Brown, Watkins; Vice Mayor Golder; Mayor Keeley.
 NOES: None.
 ABSENT: Councilmember Kalantari-Johnson.
 DISQUALIFIED: Councilmember Brunner.

Council took a break at 3:58 p.m. and returned at 4:33 p.m.

General Business (continued)29. Fiscal Year 2024 Proposed Budget

Finance Director E. Cabell spoke.

Mayor Keeley opened the public comment period. The following person spoke.

Doug Engfer

Mayor Keeley closed the public comment period.

29.1. Fiscal Year 2024 Proposed Budget Adoption (FN)

MOTION: Councilmember Brown moved, seconded by Councilmember Brunner, to:

- Adopt Resolution No. NS-30,164 adopting the Fiscal Year (FY) 2024 Budget including the Capital Investment Program (CIP), effective July 1, 2023; authorize the City Manager to allocate within the applicable funds the FY 2024 Schedule of Administrative Budget Changes to the appropriate accounting classifications and to approve related and applicable transfer in/out between funds; and authorize the Finance Director to create additional appropriations to provide for commitments carried over from the prior fiscal year, including contract and purchase order encumbrances and unexpended project balances, so long as there is a sufficient fund balance to finance these commitments; and
- Accept the Water Commission's recommendations regarding the Water Department's FY 2024 Operating and Capital Investment Program (CIP).

ACTION: The motion carried with the following vote.

AYES: Councilmembers Newsome, Brown, Watkins, Brunner; Vice Mayor Golder; Mayor Keeley.
 NOES: None.
 ABSENT: Councilmember Kalantari-Johnson.
 DISQUALIFIED: None.

General Business (continued)

29. Fiscal Year 2024 Proposed Budget (continued)

29.2. Resolution Amending the City of Santa Cruz Personnel Complement and Classification and Compensation Plans for the Public Works, City Manager, Finance, Parks and Recreation, Police, Water, Fire, Library and Human Resources Departments (HR)

MOTION: Councilmember Brown moved, seconded by Councilmember Brunner, to adopt Resolution No. NS-30,165 amending the Classification and Compensation Plans for the FY 2024 budget personnel complement by implementing the approved FY 2024 budget/position changes in several departments.

ACTION: The motion carried with the following vote.

AYES: Councilmembers Newsome, Brown, Watkins, Brunner; Vice Mayor Golder; Mayor Keeley.
NOES: None.
ABSENT: Councilmember Kalantari-Johnson.
DISQUALIFIED: None.

Oral Communications Announcement - The Mayor provided a brief announcement about Oral Communications.

Oral Communications

At 4:45 p.m. Mayor Keeley opened Oral Communications for members of the public who wished to speak regarding items not listed on the City Council agenda.

Sean Williams spoke regarding his composting business.

At 4:48 p.m. Mayor Keeley closed Oral Communications.

Adjournment - Vice Mayor Golder moved, seconded by Councilmember Watkins, to adjourn. By consensus City Council adjourned at 4:48 p.m.

Respectfully Submitted:

Julia Wood, Deputy City Clerk Administrator

Attest:

Bonnie Bush, City Clerk Administrator

Approved:

Fred Keeley, Mayor



City Council AGENDA REPORT

DATE: 06/06/2023

AGENDA OF: 06/27/2023

DEPARTMENT: City Clerk

SUBJECT: Update of Various Council Policies (CC)

RECOMMENDATION: Resolution updating various Council Policies to reflect general language updates, changes in laws, and/or align with the City's current practices.

BACKGROUND: The City Council Policy Manual includes policies adopted by the City Council pertaining to how the City conducts its business.

DISCUSSION: Upon review of the Council Policy Manual, it was discovered that many policies needed to be edited for general housekeeping, changes in laws, and being up-to-date. Approval of the policy edits will come to Council in sections. Staff is proposing that Council adopt changes to the following policies:

- 1.1: Council Procedure on Appeals
- 2.1: Interim Use of Skypark Property
- 5.1: Terms of Office, Appointment, Simultaneous Service
- 5.3: Application Procedures – Boards, Commissions, Committees and Task Forces
- 5.4: Attendance Policy and Leaves of Absence for City Advisory Bodies
- 5.5: Boards, Commissions, and Committees – Selection to fill Unexpired Terms
- 5.6: Disabled Access to Meetings/Meeting Locations-City Advisory Bodies
- 5.11: Open Meeting Regulations (Brown Act) – City Advisory Bodies
- 5.14: Minute Preparation and Meeting Action Follow-up for Advisory Body and City Council Committee Meetings
- 5.16: Council Representation at Commission for the Prevention of Violence Against Women Annual Public Hearing
- 5.17: Advisory Body Members' Ethics Training Requirement
- 5.18: Conflicts of Interest-Compliance with Statutes, Regulations and Related Court, Attorney General and FPCC Opinions.
- 6.1: City Council Expenses; Travel Contingency Fund for Mayor and/or City Councilmembers; and Books, Periodicals and Equipment Purchased by the Mayor and/or City Councilmembers
- 6.2: Special Meetings of the City Council
- 6.3: City Council Outgoing Correspondence
- 6.5: City Council Agenda-Order of Business
- 6.6: City Council Meetings-Oral Communications
- 6.7: Lengthy Reports Distributed to Council

- 6.8: Information Items for City Council (FYIs)-Procedure for Distribution (Items Not Requiring Council Action)
- 6.9: Requests of Staff Made by the Mayor and/or Councilmembers
- 6.10: Seating of New Councilmembers and Mayor; Election of Vice Mayor-Setting Times
- 6.12: Closed Sessions
- 6.13: Open Meeting Regulations (Brown Act)-City Council Meetings
- 6.15: Delete: Pre-Printed Material for Council Items
- 6.16: Delete: City Council Agenda Legislative History Addendum
- 6.17: Equal Access to Services
- 7.2: City Council Chambers — Use Of Facility
- 10.1: Election Procedures: Candidate's Statement Of Qualifications
- 12.16: Cannabis Business Tax Increment Designated For A Children's Fund
- 14.2: Ordinances for Publication
- 17.1: Designation Of Public Housing Agency For The City Of Santa Cruz
- 17.3: Rental Policy For City-Owned Housing
- 30.1: Delete: Redevelopment Agency Business – Use of Local Banks, Firms, and Companies
- 30.2: Delete: Redevelopment Agency Meetings – Setting Time

The attached "Details of Requested Edits to Various Council Policies" provides a summary of the requested edits/changes per each policy.

Updates from the remainder of the policies will be forthcoming.

FISCAL IMPACT: None.

Prepared By:
Bonnie Bush
City Clerk

Submitted By:
Laura Schmidt
Assistant City Manager

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

- 1. RESOLUTION.DOCX
- 2. DETAILS OF REQUESTED EDITS TO VARIOUS COUNCIL POLICIES.PDF
- 3. 1.1 - CLEAN.DOC
- 4. 2.1 - CLEAN.DOCX
- 5. 5.1 - CLEAN.DOC
- 6. 5.3 - CLEAN.DOC
- 7. 5.4 - CLEAN.DOC
- 8. 5.5 - CLEAN.DOC
- 9. 5.6 - CLEAN.DOC
- 10. 5.11 - CLEAN.DOC
- 11. 5.14 - CLEAN.DOC
- 12. 5.16 - CLEAN.DOC
- 13. 5.17 - CLEAN.DOCX
- 14. 5.18 - CLEAN.DOCX
- 15. 6.1 - CLEAN.DOC
- 16. 6.2 - CLEAN.DOC
- 17. 6.3 - CLEAN.DOC
- 18. 6.5 - CLEAN.DOC
- 19. 6.6 - CLEAN.DOCX

- 20. 6.7 - CLEAN.DOC
- 21. 6.8 - CLEAN.DOC
- 22. 6.9 - CLEAN.DOCX
- 23. 6.10 - CLEAN.DOC
- 24. 6.12 - CLEAN.DOCX
- 25. 6.13 - CLEAN.DOCX
- 26. 6.17 - CLEAN.DOC
- 27. 7.2 - CLEAN.DOC
- 28. 10.1 - CLEAN.DOCX
- 29. 12.16 - CLEAN.DOCX
- 30. 14.2 - CLEAN.DOC
- 31. 17.1 - CLEAN.DOCX
- 32. 17.3 - CLEAN.DOCX
- 33. FIRST ROUND OF UPDATES TO VARIOUS POLICIES - TRACK CHANGES.PDF

RESOLUTION NO. NS-XX,XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ UPDATING
VARIOUS COUNCIL POLICIES

WHEREAS, the City Council Policy Manual includes policies adopted by the City Council pertaining to how the City conducts its business; and

WHEREAS, upon review of the Policy Manual, it was discovered that many needed to be updated to reflect general language updates, changes in laws, and bring up to date with the City's current practices; and

WHEREAS, in this update to Council, the following policies are to be updated: 1.1 Council Procedure on Appeals, 2.1 Interim Use of Skypark Property, 5.1 Terms of Office, Appointment, Simultaneous Service, 5.3 Application Procedures – Boards, Commissions, Committees and Task Forces, 5.4: Attendance Policy and Leaves of Absence for City Advisory Bodies, 5.5: Boards, Commissions, and Committees – Selection to fill Unexpired Terms, 5.6: Disabled Access to Meetings/Meeting Locations-City Advisory Bodies, 5.11: Open Meeting Regulations (Brown Act) – City Advisory Bodies, 5.14: Minute Preparation and Meeting Action Follow-up for Advisory Body and City Council Committee Meetings, 5.16: Council Representation at Commission for the Prevention of Violence Against Women Annual Public Hearing, 5.17: Advisory Body Members' Ethics Training Requirement, 5.18: Conflicts of Interest-Compliance with Statutes, Regulations and Related Court, Attorney General and FPPC Opinions, 6.1: City Council Expenses; Travel Contingency Fund for Mayor and/or City Councilmembers; and Books, Periodicals and Equipment Purchased by the Mayor and/or City Councilmembers, 6.2: Special Meetings of the City Council, 6.3: City Council Outgoing Correspondence, 6.5: City Council Agenda-Order of Business, 6.6: City Council Meetings-Oral Communications, 6.7: Lengthy Reports Distributed to Council, 6.8: Information Items for City Council (FYIs)-Procedure for Distribution (Items Not Requiring Council Action), 6.9: Requests of Staff Made by the Mayor and/or Councilmembers, 6.10: Seating of New Councilmembers and Mayor; Election of Vice Mayor-Setting Times, 6.12: Closed Sessions, 6.13: Open Meeting Regulations (Brown Act)-City Council Meetings, 6.15: Delete: Pre-Printed Material for Council Items, 6.16: Delete: City Council Agenda Legislative History Addendum, 6.17: Equal Access to Services, 7.2: City Council Chambers — Use Of Facility, 10.1: Election Procedures: Candidate's Statement Of Qualifications, 12.16: Cannabis Business Tax Increment Designated For A Children's Fund, 14.2: Ordinances for Publication, 17.1: Designation Of Public Housing Agency For The City Of Santa Cruz, 17.3: Rental Policy For City-Owned Housing, 30.1: Delete: Redevelopment Agency Business – Use of Local Banks, Firms, and Companies, 30.2: Delete: Redevelopment Agency Meetings – Setting Time

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Santa Cruz hereby adopts the various revised Council Policies.

PASSED AND ADOPTED this 27th day of June, 2023 by the following vote:

AYES:

RESOLUTION NO. NS-XX,XXX

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator

Details of Requested Edits to Various Council Policies

Policy #	Policy Title	Reason for Edits
1.1	COUNCIL PROCEDURE ON APPEALS	Aligning procedures with Councilmember Handbook
2.1	INTERIM USE OF SKYPARK PROPERTY	Updating with current process and added clarity
5.1	TERMS OF OFFICE, APPOINTMENT, SIMULTANEOUS SERVICE	Clarifying edits - no change in procedure
5.3	APPLICATION PROCEDURES - BOARDS, COMMISSIONS, COMMITTEES AND TASK FORCES	Correction related to internal process for retention of applications
5.4	ATTENDANCE POLICY AND LEAVES OF ABSENCE FOR CITY ADVISORY BODIES	Updating language for accuracy
5.5	BOARDS, COMMISSIONS, AND COMMITTEES - SELECTION TO FILL UNEXPIRED TERMS	Updating language for accuracy
5.6	DISABLED ACCESS TO MEETINGS/MEETING LOCATIONS — CITY ADVISORY BODIES	Updating language for accuracy
5.11	OPEN MEETING REGULATIONS (BROWN ACT) - APPLICATION TO CITY ADVISORY BODIES	Updating language for accuracy
5.14	MINUTE PREPARATION AND MEETING ACTION FOLLOW-UP FOR ADVISORY BODY AND CITY COUNCIL COMMITTEE MEETINGS	Updating language for accuracy
5.16	COUNCIL REPRESENTATION AT COMMISSION FOR THE PREVENTION OF VIOLENCE AGAINST WOMEN ANNUAL PUBLIC HEARING	Updating general language
5.17	ADVISORY BODY MEMBERS' ETHICS TRAINING REQUIREMENT	Updating language for accuracy
5.18	CONFLICTS OF INTEREST – COMPLIANCE WITH STATUTES, REGULATIONS AND RELATED COURT, ATTORNEY GENERAL AND FPPC OPINIONS	Updating language for accuracy
6.1	CITY COUNCIL EXPENSES; TRAVEL CONTINGENCY FUND FOR CITY COUNCILMEMBERS; AND BOOKS, PERIODICALS AND EQUIPMENT PURCHASED BY CITY COUNCILMEMBERS	Updating language for accuracy
6.2	SPECIAL MEETINGS OF THE CITY COUNCIL	Updating language for accuracy

Details of Requested Edits to Various Council Policies

Policy #	Policy Title	Reason for Edits
6.3	CITY COUNCIL OUTGOING CORRESPONDENCE	Updating general language
6.5	CITY COUNCIL AGENDA—ORDER OF BUSINESS	Aligning procedures with Councilmember Handbook
6.6	CITY COUNCIL MEETINGS - ORAL COMMUNICATIONS	Aligning procedures with Councilmember Handbook
6.7	LENGTHY REPORTS DISTRIBUTED TO COUNCIL	Updating language for accuracy
6.8	INFORMATION ITEMS FOR CITY COUNCIL — PROCEDURE FOR DISTRIBUTION (ITEMS NOT REQUIRING COUNCIL ACTION)	Updating with current process and added clarity
6.9	REQUESTS OF STAFF MADE BY COUNCILMEMBERS	Updating general language
6.10	SEATING OF NEW COUNCILMEMBERS; ELECTION OF MAYOR AND VICE MAYOR — SETTING TIMES	Updating language to align with 2022 Charter amendment
6.12	CLOSED SESSIONS	Updating legal codes and information
6.13	OPEN MEETING REGULATIONS (BROWN ACT) - CITY COUNCIL MEETINGS	Updating legal codes and information
6.15	PRE-PRINTED MATERIAL FOR COUNCIL ITEMS	Delete Policy - no longer applicable. Materials now get uploaded to website
6.16	CITY COUNCIL AGENDA LEGISLATIVE HISTORY ADDENDUM	Delete Policy - no longer needed. Information shared amongsts Department Heads routinely.
6.17	EQUAL ACCESS TO SERVICES	Updating date requirement for requests
7.2	CITY COUNCIL CHAMBERS — USE OF FACILITY	Updating with current process and added clarity
10.1	ELECTION PROCEDURES: CANDIDATE'S STATEMENT OF QUALIFICATIONS	Updating for clarity - no change in procedure
12.16	CANNABIS BUSINESS TAX INCREMENT DESIGNATED FOR A CHILDREN'S FUND	Updating due to passing of Measure A
14.2	ORDINANCES FOR PUBLICATION	Updating with current process and added clarity
17.1	DESIGNATION OF PUBLIC HOUSING AGENCY FOR THE CITY OF SANTA CRUZ	Updating language for accuracy
17.3	RENTAL POLICY FOR CITY-OWNED HOUSING	Updating with current process and added clarity and accuracy
30.1	REDEVELOPMENT AGENCY BUSINESS — USE OF LOCAL BANKS, FIRMS AND COMPANIES	Delete Policy - Redevelopment Agency is now a County oversight board.
30.2	REDEVELOPMENT AGENCY MEETINGS — SETTING TIME	Delete Policy - Redevelopment Agency is now a County oversight board.

POLICY TITLE: COUNCIL PROCEDURE ON APPEALS

POLICY STATEMENT:

In order to ensure a reasonable and fair hearing to all interested persons, the following rules must be adhered to on appeals to the Council from departmental actions for which appeals are available per the Santa Cruz Municipal Code: appeals pursuant to Chapter 1.16, administrative actions, advisory body actions, appeals pursuant to Chapter 23 (the subdivision ordinance) and appeals pursuant to Chapter 24 (the zoning ordinance) of the Santa Cruz Municipal Code.

1. Record of Proceedings
 - (a) A record of the original proceedings, containing all documentary evidence and minutes of the oral evidence, will be filed with the Council as a part of its record;
 - (b) A written staff report outlining the proceedings before the decision-making party, and the basis of its decision, will be filed with the Council as a part of its record;
2. Appeal Procedures
 - (a) Staff will present its report before other evidence is heard by the Council;
 - (b) The appellant, having the burden of proof, will be permitted to present evidence in support of the appeal (Maximum 20 minutes);
 - (c) Opponents or the responding applicant, will present their evidence (Maximum 20 minutes minutes);
 - (d) The Council will hear from other members of the public;
 - (e) Appellant will be permitted to rebut issues raised by opponents/responding applicant and members of the public, but may not raise new issues in their rebuttal (5 minutes);
 - (f) The hearing will be closed and the matter will be before the Council for deliberation and action.
3. The Presiding Officer may limit the number of witnesses for the appellant and opponents/responding applicant, or may set a time limit for the presentation of evidence by each side.
4. As a result of the hearing, the Council may reverse or affirm, wholly or partly, or modify, the order, requirements, decision or determination appealed from, and may make such order, requirements, decision, or determination as should be

COUNCIL PROCEDURE ON APPEALS - continued
POLICY NUMBER 1.1

made. The Council may take the matter under submission, and/or refer the application back to the department or advisory body, for the taking of further evidence, or the making of further recommendations before arriving at its decision.

5. The Presiding Officer shall have the power to vary the order of proceedings, or the presentation of proof, or the allotted time, in the interest of justice.

AUTHORIZATION:

Council Policy Manual Updated November 17, 1998
Revised October 12, 2010
Revised October 23, 2014
Revised January 27, 2015

POLICY TITLE INTERIM USE OF SKYPARK PROPERTY

POLICY STATEMENT:

The City of Santa Cruz hereby adopts the following policies to permit certain limited interim uses of the Skypark site (described as Parcels 3, 4 and 5 on the Skypark Final Map recorded April, 1995):

. Interim use of the site shall be governed by the following policies:

1. The site may be made available with approval of the City Manager or his designee, at the request of another governmental agency, to serve broad public purposes of limited frequency and duration.
2. Individual uses shall not exceed five (5) days.
3. A given use shall not be repeated more than annually.
4. If the City of Santa Cruz ~~or Scotts Valley~~ determines that on-site security is necessary, such required security shall be paid for by the party renting the property subject to these guidelines.
5. Such insurance coverage and other measures as the city may require shall be provided by the party renting the property.
6. A minimum rental fee of \$200 per day shall be charged.
7. The party renting the property understands that the city intends to develop the property, and that it will not continue to be made available for such uses.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE TERMS OF OFFICE, APPOINTMENT, SIMULTANEOUS SERVICE:

I. Boards, Commissions, Committees

II. Task Forces — Term

POLICY STATEMENT:

- I. **BOARDS, COMMISSIONS, COMMITTEES** (not applicable to task forces*):
1. Members shall not serve simultaneously on more than one board, commission or committee. However, a member may be appointed to an additional advisory body as a representative of the board, commission or committee on which the member serves. A member of a task force or committee with a sunset clause of less than 13 months may also serve on an additional advisory committee. An alternate to any advisory body shall be considered as a full member and cannot simultaneously serve as a full member on any other board, commission or committee.
 2. Members shall not serve more than two full consecutive terms on the same advisory body. Generally, the term of office for members of boards, commissions and committees is four years. Those members who have served six years or less at the time their terms expire are eligible for reappointment.
 3. After a member's (second full consecutive) term expires, there must be at least a two-year break before that member can be appointed to the same advisory body, unless term limits are otherwise specified in the bylaws.
 4. Eligible members of boards, commissions and committees shall be asked if they are interested in being reappointed.
 5. Unless specifically exempted (or otherwise specified) by statute, charter, enabling ordinance or resolution, those eligible to serve on city advisory bodies shall be residents of the city, and must meet any requirements specific to the advisory body for which they are seeking appointment. In most cases, appointees are required to be registered voters who reside within the city.
 6. Council reserves the right to set aside the conditions listed above when it determines that due to exceptional qualifications or unusual circumstances, the continued presence of any member of an advisory board, commission or committee is of direct and immediate importance to the public interest.

TERMS OF OFFICE, APPOINTMENT, SIMULTANEOUS SERVICE
COUNCIL POLICY 5.1

7. Council reserves the right to remove any member of a board, commission or committee at any time.

NOTE: See policy 5.2 regarding appointment of city employees.

II. TASK FORCES:

1. The term/duration of a task force will be two years unless otherwise specified by the Council.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised – October 10, 2000
Revised – October 14, 2003

POLICY TITLE APPLICATION PROCEDURES — BOARDS, COMMISSIONS,
COMMITTEES AND TASK FORCES

POLICY STATEMENT:

1. Anyone who wishes to apply for a board, commission, committee or task force must complete an application form.
2. Council has the option to interview all applicants.
3. Applications will be acknowledged by the City Clerk.
4. Applications will be held by Council for two years in the City Clerk's Department; they will be presented to Council should a vacancy occur during that period.
5. Press releases and other forms for advertising as requested by Council will be issued regarding vacancies.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

POLICY TITLE ATTENDANCE POLICY AND LEAVES OF ABSENCE FOR CITY
ADVISORY BODIES

POLICY STATEMENT:

This policy pertains to all meetings of advisory bodies.

The Mayor, Councilmembers, and the chairperson of each permanent city advisory body shall receive annual attendance reports prepared in the City Clerk's Department. Absences will be identified as "with notification" or "without notification." An absence is considered as "with notification" if the member notifies the chairperson or the staff prior to the meeting. If there has been no prior notification, the absence is considered "without notification." It is important to notify staff of any absences for the purposes of determining a quorum. Advisory body members are expected to attend meetings regularly.

Members who serve on advisory bodies which are scheduled to meet more than once monthly are allowed six absences per year.

Members who serve on advisory bodies which are scheduled to meet seven to twelve times per year are allowed three absences per year.

Members who serve on advisory bodies which meet six or less times per year are allowed one absence per year.

It is the responsibility of staff of an advisory body to bring serious attendance issues to the attention of the City Clerk prior to reaching the limit, if possible. City Clerk will inform the Mayor of the excessive absences. If either through study of the annual attendance report or through other channels, the Mayor learns that a member has more than the allowable number of absences, the Mayor may notify the member or chairperson, that action may be initiated by Council to remove the member from the advisory body. The Mayor may choose to postpone or withhold notification to Council in unusual circumstances: for example, if the member is actively performing work for the advisory body outside of the regular meetings or is involved in subcommittee work.

Leaves of Absence for City Advisory Body Members

Except under the most unusual circumstances, extended leaves of absence for members of City advisory bodies will not be allowed. Exceptions to this rule may be granted only by City Council.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised September 9, 2003
Revised September 23, 2003

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POLICY TITLE BOARDS, COMMISSIONS, AND COMMITTEES — SELECTION TO
FILL UNEXPIRED TERMS

POLICY STATEMENT:

When more than one unexpired term is being filled at the same time, the person who receives the most votes will be assigned the longer term. If the applicants each receive the same number of votes, term expirations will be determined by a draw by the City Clerk.

When reappointments and vacancies due to unexpired terms are being filled at the same time, reappointees will receive the longer term.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

POLICY TITLE DISABLED ACCESS TO MEETINGS/MEETING LOCATIONS —
CITY ADVISORY BODIES

POLICY STATEMENT:

All meetings of city advisory bodies will be made accessible to disabled persons.

All city advisory bodies shall generally hold their meetings in the Council Chambers or at other accessible city facilities; when space constraints necessitate, they may be held at other public facilities. It is expected that, from time to time, neighborhood meetings will be held at locations other than city facilities.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE: OPEN MEETING REGULATIONS (BROWN ACT) CITY ADVISORY BODIES

POLICY STATEMENT:

This policy is established to comply with amendments to Government Code § 54950 et seq. (the Ralph M. Brown Act). The law requires local agencies to post an agenda prior to each meeting of the legislative body (and advisory bodies), requires local agencies to provide an opportunity for the public to address the legislative body, generally prohibits the legislative body from acting on items not appearing on the agenda, and authorizes bringing suit to void certain actions taken in violation of the Brown Act. This legislative bill applies to every local legislative body including all advisory bodies and standing subcommittees.

Stated below are procedures to be followed:

1. An agenda for each regular board, commission, committee, task force or standing subcommittee (see Policy 5.12) meeting and each adjourned regular meeting will be posted outside the on the bulletin board outside Council Chambers, in the enclosed bulletin board located on Church Street, and on the City's website at least 72 hours prior to the meeting. The agenda shall be accessible through a prominent, direct link posted on the City's primary website homepage. A record of the postings will be maintained by the department and it will include a declaration of the time and place of each posting. Notice of any special meeting of an advisory body will be posted at least 24 hours prior to the meeting; such notice will specify the business to be transacted. A record of posting will be maintained as noted above.
2. The agenda will bear a brief general description of each item of business to be transacted or discussed at the meeting. The description will be reasonably calculated to inform the public of the general nature of the subject matter of the item so that the public may seek further information on items of interest.
3. If an advisory body member or staff intends to bring up an item for discussion or action it is to be included on the posted agenda unless the item qualifies as an exception as outlined in a) and b) below. The existing definition of "action taken" which is found in Government Code § 54952.6 will be used in determining the effect of the regulations. In that Government Code Section "action taken" is defined as "a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance." Action may be taken on items not appearing on the posted agenda under the following circumstances:

POLICY 5.11 (continued)

- (a) The advisory body makes a determination that "the need to take action" arose after the agenda was posted. This determination requires the affirmative votes of at least two-thirds of the members or a unanimous vote if less than two-thirds of the members are present. If the advisory body is able to make such determination, a motion will be made, seconded, and voted upon and that action, along with a brief explanation of the circumstances, will be included in the minutes of that meeting. The brief explanation will state the need for action and the reason that the need arose after the agenda was posted. In general, if either the members or staff knew of the need for action before the agenda was posted and it was not included on the agenda for reasons of scheduling convenience or oversight, the members could not properly determine that the need arose after the agenda was posted.
- (b) The advisory body determines that an emergency situation exists. A motion would be made, seconded, and the vote taken and that action, along with a brief explanation of the emergency, would be included in the minutes of that meeting. This determination requires the affirmative vote of a majority of the members.

Council-appointed city advisory bodies shall provide an opportunity at some point during each meeting for public oral input on matters of public concern which are not listed on the posted agenda.

As to matters brought up by members of the public during oral communications (if any), any such publicly raised matter may be placed on a specific agenda as appropriate. It is the intent of this section of this policy to defer action on any item brought up by members of the public during oral communications while providing a procedure for responding to the public.

- 4. The advisory body will allow for public comment on agenda items. At the beginning of each agenda section, the audience will be given an opportunity to indicate the need to comment on any items on that section of the agenda. The advisory body may encourage brevity and set time limits on speakers and indicate such limits on the agenda.
- 5. The Brown Act authorizes the attendance of non-subcommittee members at subcommittee meetings provided that they attend only as observers.
- 6. Should an action of an advisory body be challenged on the basis of alleged Brown Act violation, the complaint must make a demand on the city to cure or correct the allegedly improper action. Any action to cure or correct must be filed within 30 days from the date of the action taken. The City Clerk is then responsible for expeditiously notifying the affected department and/or advisory body secretary and the city manager and City Attorney that such claim has been filed.

POLICY TITLE MINUTE PREPARATION AND MEETING ACTION FOLLOW-UP
FOR ADVISORY BODY AND CITY COUNCIL COMMITTEE
MEETINGS

POLICY STATEMENT:

1. For all advisory bodies, action only minutes shall be provided.
2. Action only minutes will be produced for all advisory body meetings in the same format used for City Council meetings.
3. Proceedings for all advisory body meetings and advisory bodies shall be digitally recorded. The recordings shall be made available on the City's website for at least one year.
4. All resolutions and recommendations adopted by advisory bodies and addressed to the City Council shall be delivered to the Mayor as soon as possible, and at least by the next agenda review meeting. If the action requests Council action, the item will be placed on a future City Council agenda, or a reply will be sent back to the advisory body with an appropriate response at the discretion of the Mayor, with a copy to the Mayor and Councilmembers.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised March 27, 2001
Revised September 9, 2003
Revised May 11, 2010
Revised September 14, 2010

POLICY TITLE COUNCIL REPRESENTATION AT COMMISSION FOR THE
PREVENTION OF VIOLENCE AGAINST WOMEN ANNUAL PUBLIC
HEARING

POLICY STATEMENT:

The Commission for the Prevention of Violence Against Women (CPVAW) was established by Ordinance 81-29 which states “it shall be the policy of the City of Santa Cruz that the prevention of rape and domestic violence shall be one of its highest priorities.”

Each year the CPVAW holds a public hearing to invite the public to communicate needs and issues.

The Mayor, or Mayor’s designee shall attend each annual public hearing.

AUTHORIZATION: Created by Motion 6/28/05

POLICY TITLE: ADVISORY BODY MEMBERS' ETHICS TRAINING REQUIREMENT

POLICY STATEMENT:

1. Government Code Section 53235 provides that if a local agency reimburses members of a legislative body for actual and necessary expenses incurred in the performance of official duties, then all legislative officials of that local agency must receive training in general ethics principles and ethics laws relevant to public service every two years. The term "legislative body" includes the governing body of the local agency and any commission, committee, board, or other body of a local agency created by charter, ordinance, resolution, or formal action of a legislative body.
2. Council Policy 5.13 authorizes reimbursement to advisory body members for actual expenses for official travel; therefore, all advisory body members must receive ethics training pursuant to Government Code Section 53235.
3. Options for receiving ethics training include attending City workshops when offered by the City Attorney, or completing an on-line, cost-free training program offered by the Fair Political Practices Commission, available at the Fair Political Practices Commission website. At the end of the training, the advisory board member must provide the City Clerk Administrator with the signed certification of completion and obtain and keep in his or her records a copy.
4. Advisory body members shall complete required ethics training at the intervals prescribed by Government Code Section 53235. The City Clerk Administrator shall notify advisory body members when they are scheduled to complete the required ethics training. Any failure to complete training in accordance with the City Clerk Administrator's notice shall be reported to the City Council and the failure shall constitute grounds for removal from the member's advisory body.

AUTHORIZATION: Resolution NS-28,810 adopted 7/8/14

POLICY TITLE: CONFLICTS OF INTEREST – COMPLIANCE WITH STATUTES, REGULATIONS AND RELATED COURT, ATTORNEY GENERAL AND FPPC OPINIONS

POLICY STATEMENT:

1. The California Political Reform Act (Government Code Sections 81000 et seq), the California Fair Political Practices Commission implementing the Political Reform Act (California Code of Regulations, Title 2, Division 6, Sections 18109-18997), Government Code Sections 1090 et seq, and the City of Santa Cruz Conflict of Interest Code all set forth conflict of interest statutes and regulations which are variously binding upon the Mayor, councilmembers, city advisory board members, city officials and city employees. These statutes and regulations are intended to discourage and prohibit actual or perceived self-dealing on the part of councilmembers, advisory board members, officials and employees with respect to matters such as contracting, business, financial interests, real estate, expenditure of public funds and resources, bribes, the acceptance of gifts and other items and services of value, sources of income, and nepotism in the form of favoritism to family members. In addition to legislatively promulgated statutes and administratively promulgated regulations, California courts, the Fair Political Practices Commission, and the California Attorney General all issue written opinions pertaining to the proper interpretation, application and enforcement of these statutes and regulations. Councilmembers, advisory board members, officials and employees are subject to criminal and civil sanctions, both monetary and non-monetary, for failure to comply with these statutes and regulations. The California Attorney General, the Fair Political Practices Commission, district attorneys and city attorneys, depending upon the statute or regulation in question, are legally responsible for enforcing these statutes and regulations.
2. The City Council hereby affirms its conviction that the above-referenced conflict of interest statutes and regulations serve a valid and compelling public interest and for this reason should be meticulously learned, understood, observed and obeyed by the Council, advisory board members, officials and employees to whom they apply. Specifically the City Council strongly endorses the following public policies which are advanced by strict adherence to these statutes and regulations:
 - State and local government should serve the needs and respond to the wishes of all citizens equally, without regard to their wealth, personal relationships, political affiliations or status.
 - Public officials, whether elected or appointed, should perform their duties in an impartial manner, free from actual or perceived bias caused by their own financial

interests or the financial interests of persons who have supported them, or other persons with whom they are personally, professionally or politically associated.

- Receipts and expenditures in election campaigns should be fully and truthfully disclosed in order that the voters may be fully informed and improper practices may be inhibited.
 - Assets and income of councilmembers, advisory board members, officials and employees which may be materially affected by their official actions should be disclosed and in appropriate circumstances the officials should be disqualified from acting in order that actual or perceived conflicts of interest may be avoided.
3. City Councilmembers, advisory board members, officials and employees of the City of Santa Cruz shall all be responsible for learning, understanding, observing and obeying the conflict of interest statutes and regulations referenced in this policy, as interpreted and applied in opinions issued by the courts, the Attorney General and the Fair Political Practices Commission, to the extent that those statutes and regulations apply to those councilmembers, advisory board members, official and employees.
 4. Minimum compliance with this policy requires those individuals subject to the Government Code Section 53235 (AB1234) ethics training requirements to complete that training in accordance with, and at the intervals prescribed by, Section 53235. Individuals who are not subject to Section 53235 shall be deemed to have complied with this policy when they receive ethics training from any public agency professional organizations, such as the League of California Cities through its various departments, in which those individuals are members.
 5. Councilmembers, advisory board members, officials and employees who are uncertain whether or how a conflict of interest statute or regulation may apply to them in a given set of circumstances should confer with the City Attorney (or their supervisor) before proceeding. Any advice from the City Attorney is provided at no cost to the advisory board member.
 6. Lack of familiarity with, or failure to understand, a conflict of interest statute or regulation shall not constitute an excuse for failure to comply with that statute or regulation.
 7. Personal disagreement with a conflict of interest statute or regulation, or any opinion construing such a statute or regulation, shall not constitute a basis for non-compliance with that statute or regulation, nor shall personal disagreement excuse non-compliance with that statute or regulation.
 8. An advisory board member's willful failure to comply with this policy or a conflict of interest statute or regulation referenced in this policy shall constitute grounds for removal

from the member's advisory body and for reporting that member to the appropriate enforcement agency.

AUTHORIZATION: Resolution NS-28,810 adopted 7/8/14

POLICY TITLE CITY COUNCIL EXPENSES, TRAVEL CONTINGENCY FUND FOR MAYOR AND/OR CITY COUNCILMEMBERS, AND BOOKS, PERIODICALS, AND EQUIPMENT PURCHASED BY MAYOR AND/OR CITY COUNCILMEMBERS

POLICY STATEMENT:

Expenses

The Mayor and/or Councilmembers shall be reimbursed for actual and reasonable expenses incurred in the performance of official duties up to the amount allocated by Council in the budget for each fiscal year. These expenses may be incurred for travel for out-of-town meetings and conferences, local civic and governmental activities and miscellaneous or officeholder expenses, including expenses for local City purposes, as determined by the Mayor and/or individual Councilmembers.

The Finance Department will reimburse the Mayor/Councilmembers for expenses upon receipt of a claim form. The Mayor/Councilmembers may also request a cash advance. A claim form must also be submitted to substantiate such expenses within 30 days of the expense, or the money must be returned.

Travel\Conference Expenses

A travel\conference contingency fund, approved by the Council in each budget, will cover necessary expenses for the Mayor/City Councilmembers in the following instances:

1. The Mayor/Councilmember has exceeded the individual authorized spending limit and would like to attend a meeting or conference which would benefit the city. This requires Council approval.
2. Council specifically requests that the Mayor and/or a Councilmember attend an out-of-town meeting or conference as a representative of the City Council.

Book, Periodicals and Other Equipment

Any portion of each member of the Councils yearly allocation may be used to purchase books, periodicals and equipment.

Capital outlay of any substantial value will be returned to the Council office.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
REVISED: June 29, 1999 Budget Hearings
REVISED: Motion January 10, 2006

POLICY TITLE: SPECIAL MEETINGS OF THE CITY COUNCIL

POLICY STATEMENT: Procedures and assigned responsibilities for the preparation and conduct of special meetings¹ (also referred to as study sessions²) shall be as described below:

1. The Mayor shall be the presiding officer and shall conduct the meeting. When a Council Committee is holding a public hearing, the meeting may be turned over to the chair of that committee for the conduct of the hearing, however, the mayor will resume his/her role as presiding officer for purposes of council deliberation and action, and adjournment.
2. The Council will deliberate and take all action(s), including staff direction, at the end of the meeting to facilitate action minute or note taking by department staff and/or Clerk.
3. Special meetings require 24-hour notice per the Brown Act, however, every effort will be made to provide the standard 72-hour notice.
4. Special meetings do not require Oral Communications, however, the following language must appear at the bottom of the agenda: The public has the right to address the City Council (or advisory body) on the item(s) appearing on this agenda.
5. The meetings shall be recorded where practical.
6. Written materials will be provided to Council no later than 72 hours preceding the meeting.
7. The Clerk will attend special meetings.
8. The City Attorney will attend special meetings at the Mayor's or Council's request.

When a special meeting is set by Council, the Clerk will be responsible for the following:

1. Legal advertising required by Government or other Code for public hearings. (The Brown Act does not require noticing of a regular or special meeting beyond posting of the agenda.)
2. Recording of special meeting where practical and taking minutes of any actions taken at the meeting where appropriate.

¹ The Brown Act recognizes special meetings of a legislative body (Council or any advisory body) as a meeting which is held on any day other than the regular meeting day or days of the body set by resolution or by-laws, e.g. the second and fourth Tuesday of each month, as in the case of the Council.

² A study session is a special meeting for purposes of the Brown Act, however it is one at which the Council receives information and materials on a specific subject matter but anticipates taking no formal actions with the exception of requesting additional information.

Council Policy 6.2 – continued

3. Posting Notice of Adjournment (at the meeting site) within 24 hours of adjournment.
4. Filing of minutes or notes after distribution to the Council.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

POLICY TITLE CITY COUNCIL OUTGOING CORRESPONDENCE

POLICY STATEMENT:

1. Copies of all letters written by the Mayor/Councilmembers in their official capacity shall be kept on file for public information in the Council office according to the records retention schedule for the current year and one full year prior to the current year.

2. Care should be taken when using official stationery to indicate that the point of view expressed by the Mayor or an individual Councilmember is not necessarily that of the Council, unless the position reflects an official Council action.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

POLICY TITLE CITY COUNCIL AGENDA-ORDER OF BUSINESS

POLICY STATEMENT:

The business of Council shall generally be disposed of in the following order:

AFTERNOON SESSION (start time determined by Mayor)

- Call to Order
- Roll Call
- Administrative Business (Presentations; Presiding Officer's Announcements; Statements of Disqualification; Additions and Deletions; City Attorney Report on Closed Session;)
- Review Council Meeting Calendar
- Consent Agenda
- Council Business (Consent Public Hearings, Public Hearings and General Business)
- Oral Communications Announcement
- Oral Communications (if no Evening Session is scheduled)
- Adjournment (if no Evening Session is scheduled)
- Recess to Evening Session (if scheduled)

EVENING SESSION (start time determined by Mayor)

- Call to Order
- Roll Call
- Oral Communications Announcement
- Oral Communications
- Administrative Business (Presentations)
- Council Business (Public Hearings and General Business)

Adjournment

Whenever necessary to expedite the business of the meeting or to accommodate members of the public, the presiding officer may alter the order of business (reference: Councilmember's Handbook).

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised by Resolution No. NS-29,245 on May 23, 2017

COUNCIL POLICY 6.6

POLICY TITLE CITY COUNCIL MEETINGS — ORAL COMMUNICATIONS

POLICY STATEMENT:

In accordance with the Brown Act, every agenda for the 2nd and 4th Tuesday regular meetings of the Council will provide the public an opportunity to address the Council on matters not on the agenda but within the City Council's subject matter jurisdiction. This period will be known as Oral Communications and will be governed as follows:

1. Oral Communications will be held at the end of the afternoon session, if there is no evening session. If there is an evening session, Oral Communications will be heard first, followed by Council business.
2. Thirty (30) minutes* will be allocated for oral communications.
3. No individual will be allowed to speak for more than three minutes*.
4. No individual may speak more than once during the oral communication period.
5. All speakers must address the entire Council and will not be permitted to engage in dialogue.
6. In the interest of civil discourse, the same rules specified in the Council Rules of Procedure (Decorum) and principles for Rules of Debate shall apply for this section as well, and are hereby incorporated by reference. It shall be the responsibility of the presiding officer to ensure that Oral Communications are conducted in such a manner that avoids disruptive activity, promotes mutual respect, keeps comments focused on issues, and avoids personal attack.

Commented [BB1]: This has never been done and seems difficult to track.

* Time limits may be increased or decreased at the Mayor's discretion, though no requests for extra time made by groups will be approved.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised by Resolution No. NS-29,246 on May 23, 2017
Revised by Resolution No. NS-29,388 on April 24, 2018
Revised by Resolution No. NS-29,478 on January 8, 2019
Revised by Resolution No. NS-29,926 on February 8, 2022

POLICY TITLE LENGTHY REPORTS DISTRIBUTED TO COUNCIL

POLICY STATEMENT:

Supporting agenda material which is too lengthy to be included in the Council agenda packet is to be identified by the City Clerk and placed in the Council office for review on the Friday prior to the meeting.

Lengthy reports, such as EIRs, which are part of the background materials for agenda items are to be placed in Council boxes as soon as the reports are ready, rather than held for distribution with the agenda packets. Councilmembers will be notified when such reports have been placed in the Council boxes in advance.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

POLICY TITLE INFORMATION ITEMS FOR CITY COUNCIL (FYIs)— PROCEDURE FOR DISTRIBUTION (ITEMS NOT REQUIRING COUNCIL ACTION)

POLICY STATEMENT:

1. All information items (FYIs) are submitted to the Assistant City Manager.
2. All information items shall be provided to the City Clerk to include on agendas and in agenda packets, however, the items will not be considered as agenda items and are not acted on.
3. Copies of information items are available to the public upon request to the City Clerk.
4. If the Mayor or a Councilmember feels that further Council action is necessary on the specific information item, the request may be brought to the Department Head or City Manager place the item be placed on the next regular City Council agenda.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

COUNCIL POLICY 6.9

POLICY TITLE: REQUESTS OF STAFF MADE BY THE MAYOR AND/OR COUNCILMEMBERS

POLICY STATEMENT:

Requests of staff made by the Mayor and/or individual Councilmembers will require authorization by Council only if the assignment is expected to take more than one day of staff time (one day-one person). Staff members are encouraged to raise concerns or explain time factors regarding any requests.

Requests should be made directly to the City Manager, Assistant City Manager, or Department Heads.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised by motion – January 14, 2020
Revised by motion – February 11, 2020 (reverted back to November 17, 1998 version)

POLICY TITLE SEATING OF NEW COUNCILMEMBERS AND MAYOR; ELECTION
OF VICE MAYOR — SETTING TIMES

POLICY STATEMENT:

Pursuant to Section 704 of the City Charter, the Council shall convene to declare the results of any municipal election and install the newly elected officers.

Section 601 of the City Charter provides that Councilmembers and the Mayor shall serve a term of four years. They shall serve until their successors have been elected and sworn in; therefore the whole current council will convene as usual at its afternoon session on that day to consider routine business matters, if necessary.

Section 604 of the City Charter states that the City Council will elect a Vice Mayor from among the Councilmembers at the second meeting in November in each non-election year, and at the second regularly scheduled evening meeting after the general municipal election in each election year. The Vice Mayor shall serve until their successor has been elected by the Council.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

POLICY TITLE: CLOSED SESSIONS

POLICY STATEMENT:

The Brown Act at Government Code Sections 54956.7-54957.6 authorizes closed sessions for specifically enumerated topics including labor negotiations, litigation, property negotiations and personnel matters. In generally explaining the closed session exceptions to the Brown Act's general "open meeting" rule, the California Supreme Court has acknowledged that "the public need for access to information must be balanced against the public's right to the efficient administration of public bodies." *Regents of University of California v. Superior Court*, 20 Cal.4th 509, 542 (1999). Thus, "[m]ost sunshine laws explicitly recognize that 'the administrative process cannot be conducted entirely in the public eye.'" *Id.* In the Court's words: "The ringing rhetoric of the open meeting acts jibes poorly with political reality. Taken to its logical extreme, openness may actually diminish the number and quality of public exchanges, increase divisiveness, and limit the flow of relevant information and the depth of critical collective scrutiny." *Id.* at 544.

Section 54963(a), adopted by the State legislature in 2002, prohibits a person from disclosing "confidential information that has been acquired by being present in a closed session authorized by [the Brown Act] to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information." The Brown Act defines "confidential information" in this context as "a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter." Gov. Code § 54963(b).

The Act permits addressing violations of the rule against disclosure of confidential information "by the use of such remedies as are currently available by law, including, but not limited to:

- (1) Injunctive relief to prevent the disclosure of confidential information prohibited by this section.
- (2) Disciplinary action against an employee who has willfully disclosed confidential information in violation of this section.
- (3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grand jury." Gov. Code § 54963(c).

CLOSED SESSION REQUIREMENTS:

1. Closed sessions items shall be agendaized and publicly reported upon in accordance with all the applicable provisions of the Brown Act.
2. If staff or Councilmembers wish to discuss a matter in a closed session, they should notify the City Attorney's office as soon as possible, but preferably no later than 96 hours (4 days) before the scheduled closed session.

3. If feasible, the City Attorney will prepare a confidential memo to the Council prior to the closed session setting forth the information required by the Brown Act.

4. Amicus Curiae items will be placed on the closed session agenda, and the City Attorney shall report out any formal action on the item in open session.

5. No City Councilmember, City official, or City employee shall disclose any information provided or discussed in closed session or any direction given in closed session unless directed or permitted to do so by a majority of the City Councilmembers present at the closed session. Upon election to the City Council, a Councilmember shall in writing acknowledge that she or he understands this provision of state law and City Council policy and agrees to comply.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised by motion: October 23, 2007

POLICY TITLE: OPEN MEETING REGULATIONS (BROWN ACT) - CITY COUNCIL MEETINGS

POLICY STATEMENT:

This policy is established to comply with the Brown Act. The law requires local agencies to post an agenda prior to each meeting of the legislative body, requires local agencies to provide an opportunity for the public to address the legislative body, generally prohibits the legislative body from acting on items not appearing on the agenda, and authorizes bringing suit to void certain actions taken in violation of the Brown Act. This legislative bill applies to every local legislative body including all city advisory bodies.

Stated below are procedures to be followed:

1. An agenda for each regular City Council Meeting and each adjourned regular City Council Meeting will be posted on the bulletin board outside the Council Chambers, in the enclosed bulletin board located on Church Street, and on the City's website at least 72 hours prior to the meeting. The agenda shall be accessible through a prominent, direct link posted on the City's primary website homepage. A record of the posting will be maintained by the City Clerk and it will include a declaration of the time and place of posting. Notice of any special meeting of the City Council will be posted at least 24 hours prior to the meeting; such notice will specify the business to be transacted. A record of posting will be maintained as noted above.

2. The agenda will bear a brief general description of each item of business to be transacted or discussed at the meeting. The description will be reasonably calculated to inform the public of the general nature of the subject matter of the item so that the public may seek further information on items of interest. The description will focus on the substance on the matter rather than the contemplated action.

3. If Council or staff intends to bring up an item for discussion or action, it is to be included on the posted agenda unless the item qualifies under a Brown Act exception; the current exceptions are outlined below. Action may be taken¹ on items not appearing on the posted agenda under the circumstances listed below.

(a) Council makes a determination that "the need to take action" arose after the agenda was posted. This determination requires the affirmative votes of at least two-thirds of the Council or a unanimous vote if less than two-thirds of the Councilmembers are

¹ Government Code Section 54952.6 defines "action taken" as "a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance."

present. Gov. Code § (b)(2). If Council is able to make such determination, a motion will be made, seconded, and voted upon and that action, along with a brief explanation of the circumstances, will be included in the minutes of that meeting. The brief explanation will state the need for action and the reason that the need arose after the agenda was posted. In general, if either the Council or staff knew of the need for action before the agenda was posted and it was not included on the agenda for reasons of scheduling convenience or oversight, the Council could not properly determine that the need arose after the agenda was posted.

(b) Council determines that an emergency situation exists as defined in Government Code Section 54956.5 (work stoppage or other activity which severely impairs public health, safety or both; or a crippling disaster). Gov. Code § 54954.2(b)(1). A motion would be made, seconded, and the vote taken and that action, along with a brief explanation of the emergency, would be included in the minutes of that meeting. This determination requires the affirmative vote of a majority of the Councilmembers.

(c) The item was on a properly noticed agenda of a prior Council meeting “occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.” Gov. Code § 54954.2(b)(3).

(d) “To consider action on a request from a member to participate in a meeting remotely due to emergency circumstances, pursuant to Section 54953, if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made. The legislative body may approve such a request by a majority vote of the legislative body.” Gov Code § 54954.2(b)(4).

Council shall provide an opportunity at some point during each regular meeting for public oral input on matters of public concern which are not listed on the posted agenda. (See Policy No. 6.6)

As to matters brought up by members of the public during oral communications, the Mayor is empowered to refer any such publicly raised matter to staff or to direct that it be placed on a specific Council agenda as appropriate. It is the intent of this section of this policy to defer action on any item brought up by members of the public during oral communications while providing a procedure for responding to the public.

4. The Brown Act provides for the right of the public to testify at meetings. At the beginning of each agenda section, the audience will be given the opportunity to indicate the need to comment on any items on that section of the agenda. Brevity will be encouraged, and time limits will be stated on the agenda and may be increased or decreased at the Mayor's discretion. Agendas for special meetings shall include a statement describing the public's rights to address the Council on any item listed on the agenda for that special meeting.

VIOLATIONS OF THE ACT: The Brown Act provides for civil remedies and criminal penalties , and actions taken in violation of the Brown Act may be declared null and void.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

POLICY TITLE EQUAL ACCESS TO SERVICES

POLICY STATEMENT:

The City Council wishes to establish a form of government that is truly inclusive of all its residents. It finds and determines that the public safety, health, convenience, comfort, property, and general welfare will be furthered by the provisions which establish guidelines for access to City programs and services by residents who are not fluent in English.

As of November 2002, the population needing such services is the Spanish-speaking population.

The City Council desires to utilize sufficient bilingual employees in public contact positions, and departments are requested to provide information and services to the public in each language spoken by the substantial number of limited English speaking persons group(s).

Departments are requested to hire a sufficient number of bilingual employees, whenever feasible.

The City Manager is requested to provide for translation services, for the purpose of translating written materials for City departments and providing translations for public meetings, as needed and as feasible.

The City Council desires to provide oral interpretation of any public meeting or hearing held by a City commission or department, and this service shall be provided if a request is made at least 5 days in advance of the meeting or hearing in question.

The City Council desires that all recorded telephonic messages from departments shall be in each language.

The City Council desires that, for every public contact position for which bilingual capacity is necessary, the job shall be advertised as a bilingual position for which bilingual conversational proficiency will be a job requirement.

AUTHORIZATION: Motion – November 12, 2002

POLICY TITLE CITY COUNCIL CHAMBERS — USE OF FACILITY

POLICY STATEMENT:

The Council Chambers are available weekdays and weekends without charge for public meetings or hearings sponsored by city, county, state or federal agencies or officials. Council Chambers will be available on weekends to outside non-governmental organizations as outlined below. This meeting space is not available on any Tuesday of the month or on recognized City holidays. The following priorities have been established for reserving this facility. Priority is to be given in this order:

- A. City Council
- B. City departments or city-appointed advisory bodies
- C. Other city, county, state, or federal agencies or officials
- D. For 90 days prior to any municipal election, the Chambers may be made available to any recognized civic or political organization for the purpose of conducting candidate forums, provided that all candidates are invited to participate equally, and that the forum is structured in a question and answer format in which all candidates have the opportunity to address each issue presented.

PROHIBITED USE – No individual, organization or agency shall be permitted to use the City Council Chambers in either a paid or non-paid status, for the purpose of supporting or opposing any measure or candidate which may appear or has appeared on any election ballot.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised September 12, 2000
Revised April 24, 2001

POLICY TITLE ELECTION PROCEDURES: CANDIDATE'S STATEMENT OF QUALIFICATIONS

POLICY STATEMENT:

1. The cost of printing and handling a candidate's statement of qualifications will be charged to the candidate except where a candidate is found to be indigent according to California Elections Code Section 13309. City Council Resolution No. NS-22,895 defines an indigent person as either a person whose income is 125% or less of the current poverty guidelines updated annually in the Federal Register by the U.S. Department of Health and Human Services under authority of Section 673(2) of the Omnibus Budget Reconciliation Act of 1981, or a disabled person whose income after meeting medical and other disability-related special expenses is 125% or less of those current poverty guidelines. Qualifications as an indigent person, however, does not relieve the candidate of the obligation to pay the candidate statement cost with the first amount of funds raised or by no later than December 31 of the election year.
2. The City Clerk Administrator will arrange for the Spanish translation of any candidate's statement of qualifications upon request. Those candidates who wish to have their Candidate's Statement of Qualifications translated into Spanish shall pay for the additional printing and handling costs. Upon request the City will pay the costs of printing the Spanish translation for candidates who have been declared indigent, however, the City is not prohibited from billing the candidate for the actual cost, after the election..
3. The statement of qualifications shall not exceed 200 words.
4. Candidates are not permitted to submit additional materials to the voters with the sample ballot.
5. The City Clerk Administrator will give a copy of Resolution No. NS-22,845 related to candidate statements to each candidate or representative at the time nomination papers are taken out.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised by resolution – June 14, 2016

POLICY TITLE: CANNABIS BUSINESS TAX INCREMENT DESIGNATED FOR
A CHILDREN'S FUND

POLICY STATEMENT:

It is the policy of the City Council that 20% of the City of Santa Cruz's Cannabis Business Tax revenue be designated for the creation and funding of a dedicated Children's Fund. This Children's Fund will support enhancement and expansion of evidenced- based programs to prioritize access to early childhood development, prevention, and vulnerable youth programs, without supplanting existing City of Santa Cruz services or investments.

The available funding will be calculated based on the prior year's audited financial statements. The specific allocation of funds will be determined by the City Council on an annual basis as part of the budget process. Pursuant to Measure A, the City Council shall appoint a Children's Fund Oversight Committee to make recommendations on the use of future Children's Fund revenues. The City Council shall designate representatives consistent with Measure A, which may include, but not limited to, representatives of the following:

- Parks & Recreation Commission
- The Santa Cruz City School District
- First Five Santa Cruz
- Youth Organizations
- The City Council

AUTHORIZATION: Adopted by Resolution No. NS-29,323 November 14, 2017
Updated by Resolution No. NS-29,509, April 23, 2019

POLICY TITLE ORDINANCES FOR PUBLICATION

POLICY STATEMENT:

When an Ordinance is passed for publication*, the City Council authorizes the City Clerk to post the Ordinance in three (3) public places and publish only the title and a brief description of the proposed Ordinance in a newspaper of general circulation. The three public places where Ordinances are posted are the bulletin board outside of the City Council Office at City Hall, the Santa Cruz Library-Central Branch, and on the city's website.

This policy complies with Section 613 of the City Charter.

*The exception to this policy is when an emergency ordinance is adopted by Council. The City Clerk shall publish the full ordinance at least once within fifteen (15) days after adoption.

AUTHORIZATION: Updated November 25, 2008

POLICY TITLE DESIGNATION OF PUBLIC HOUSING AGENCY FOR THE CITY OF SANTA CRUZ

POLICY STATEMENT:

The Housing Authority of the County of Santa Cruz is designated as the Public Housing Agency of the City of Santa Cruz, and will act as the City's agent in administering the Housing Choice Voucher Subsidy Program. The duties of the Public Housing Agency include preparation and submission of grant applications, dissemination of information on housing assistance, determination of eligibility of participants, and general administration of the Federal program at the local level.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

POLICY TITLE RENTAL POLICY FOR CITY-OWNED HOUSING

POLICY STATEMENT:

For City-owned affordable housing units, City shall follow the rental policies and procedures outlined in the most recent "Implementation Practice Guidelines for the City of Santa Cruz Affordable Housing Program" unless other policies and procedures are outlined in the Affordable Housing Development Agreement recorded against the property.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

POLICY TITLE: COUNCIL PROCEDURE ON APPEALS

POLICY STATEMENT:

In order to ensure a reasonable and fair hearing to all interested persons, the following rules must be adhered to on appeals to the Council from departmental actions for which appeals are available per the Santa Cruz Municipal Code: appeals pursuant to Chapter 1.16, administrative actions, advisory body actions, appeals pursuant to Chapter 23 (the subdivision ordinance) and appeals pursuant to Chapter 24 (the zoning ordinance) of the Santa Cruz Municipal Code.

1. Record of Proceedings

- (a) A record of the original proceedings, containing all documentary evidence and minutes of the oral evidence, will be filed with the Council as a part of its record;
- (b) A written staff report outlining the proceedings before the decision-making party, and the basis of its decision, will be filed with the Council as a part of its record;

2. Appeal Procedures

- (a) Staff will present its report before other evidence is heard by the Council;
- (b) The appellant, having the burden of proof, will be permitted to present evidence in support of the appeal (Maximum 20+5 minutes);
- (c) Opponents or the responding applicant, will present their evidence (Maximum 20 minutes+5 minutes);
- (d) The Council will hear from other members of the public (up to 2 minutes per speaker);
- (e) Appellant will be permitted to rebut issues raised by opponents/responding applicant and members of the public, but may not raise new issues in their rebuttal (5 minutes);
- (f) The hearing will be closed and the matter will be before the Council for deliberation and action.

3. The Presiding Officer may limit the number of witnesses for the appellant and opponents/responding applicant, or may set a time limit for the presentation of evidence by each side.

4. As a result of the hearing, the Council may reverse or affirm, wholly or partly, or modify, the order, requirements, decision or determination appealed from, and may make such order, requirements, decision, or determination as should be

COUNCIL PROCEDURE ON APPEALS - continued
POLICY NUMBER 1.1

made. The Council may take the matter under submission, and/or refer the application back to the department or advisory body, for the taking of further evidence, or the making of further recommendations before arriving at its decision.

5. The Presiding Officer shall have the power to vary the order of proceedings, or the presentation of proof, or the allotted time, in the interest of justice.

AUTHORIZATION:

Council Policy Manual Updated November 17, 1998
Revised October 12, 2010
Revised October 23, 2014
Revised January 27, 2015

POLICY TITLE INTERIM USE OF SKYPARK PROPERTY

POLICY STATEMENT:

The City of Santa Cruz hereby adopts the following policies to permit certain limited interim uses of the Skypark site (described as Parcels 3, 4 and 5 on the Skypark Final Map recorded April, 1995):

~~The site is subject to a development agreement dated April, 1995, by and between city of Scotts Valley and Santa Cruz. Development and/or sale of the site shall be governed by said agreement or as said agreement is modified with mutual consent of Scotts Valley and Santa Cruz.~~

Interim use of the site shall be governed by the following policies:

1. The site may be made available with approval of the ~~Santa Cruz~~ City ~~Council~~ Manager or his designee, at the request of another governmental agency ~~and with the concurrence of the city of Scotts Valley~~, to serve broad public purposes of limited frequency and duration.
2. Individual uses shall not exceed five (5) days.
3. A given use shall not be repeated more than annually.
- ~~4. Uses shall be limited to daylight hours.~~
- ~~5.4.~~ 5.4. If ~~either~~ the City of Santa Cruz ~~or Scotts Valley~~ determines that on-site security is necessary, such required security shall be paid for by the party renting the property subject to these guidelines.
- ~~6.5.~~ 6.5. Such insurance coverage and other measures as the city may require shall be provided by the party renting the property.
- ~~7.6.~~ 7.6. A minimum rental fee of \$~~1~~200 per day shall be charged.
- ~~8.7.~~ 8.7. The party renting the property understands that the city intends to develop the property, and that it will not continue to be made available for such uses.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE TERMS OF OFFICE, APPOINTMENT, SIMULTANEOUS SERVICE:

I. Boards, Commissions, Committees

II. Task Forces — Term

POLICY STATEMENT:

I. BOARDS, COMMISSIONS, COMMITTEES (not applicable to task forces*):

1. Members shall not serve simultaneously on more than one board, commission or committee. However, a member may be appointed to an additional advisory body as a representative of the board, commission or committee on which the member serves. A member of a task force or committee with a sunset clause of less than 13 months may also serve on an additional advisory committee. An alternate to any advisory body shall be considered as a full member and cannot simultaneously serve as a full member on any other board, commission or committee.
2. Members shall not serve more than two full consecutive terms on the same advisory body. Generally, the term of office for members of boards, commissions and committees is four years. Those members who have served six years or less at the time their terms expire are eligible for reappointment.
3. After a member's (second full consecutive) term expires, there must be at least a two-year break before that member can be appointed to the same advisory body, unless term limits are otherwise specified in the bylaws.
4. Eligible members of boards, commissions and committees shall be asked if they are interested in being reappointed.
5. Unless specifically exempted (or otherwise specified) by statute, charter, enabling ordinance or resolution, those eligible to serve on city advisory bodies shall be residents of the city, and must meet any requirements specific to the advisory body for which they are seeking appointment. In most cases, appointees are required to be registered voters who reside within the city.
6. Council reserves the right to set aside the conditions listed above when it determines that due to exceptional qualifications or unusual circumstances, the continued presence of any member of an advisory board, commission or committee is of direct and immediate importance to the public interest.

TERMS OF OFFICE, APPOINTMENT, SIMULTANEOUS SERVICE
COUNCIL POLICY 5.1

7. Council reserves the right to remove any member of a board, commission or committee at any time.

NOTE: See policy 5.2 regarding appointment of city employees.

II. TASK FORCES:

1. The term/duration of a task force will be two years unless otherwise specified by the Council.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised – October 10, 2000
Revised – October 14, 2003

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POLICY TITLE APPLICATION PROCEDURES — BOARDS, COMMISSIONS,
COMMITTEES AND TASK FORCES

POLICY STATEMENT:

1. Anyone who wishes to apply for a board, commission, committee or task force must complete an application form.
2. Council has the option to interview all applicants.
3. Applications will be acknowledged by the City Clerk.
4. Applications will be held by Council for ~~one~~two years in the City Clerk's Department; they will be presented to Council should a vacancy occur during that period.
5. Press releases and other forms for advertising as requested by Council will be issued regarding vacancies.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE ATTENDANCE POLICY AND LEAVES OF ABSENCE FOR CITY
ADVISORY BODIES

POLICY STATEMENT:

This policy pertains to all meetings of advisory bodies.

The Mayor, Councilmembers, and the chairperson of each permanent city advisory body shall receive annual attendance reports prepared in the City Clerk's Department. Absences will be identified as "with notification" or "without notification." An absence is considered as "with notification" if the member notifies the chairperson or the staff prior to the meeting. If there has been no prior notification, the absence is considered "without notification." It is important to notify staff of any absences for the purposes of determining a quorum. Advisory body members are expected to attend meetings regularly.

Members who serve on advisory bodies which are scheduled to meet more than once monthly are allowed six absences per year.

Members who serve on advisory bodies which are scheduled to meet seven to twelve times per year are allowed three absences per year.

Members who serve on advisory bodies which meet six or less times per year are allowed one absence per year.

It is the responsibility of staff of an advisory body to bring serious attendance issues to the attention of the ~~Mayor or~~ City Clerk prior to reaching the limit, if possible. City Clerk will inform the Mayor of the excessive absences. If either through study of the annual attendance report or through other channels, the Mayor learns that a member has more than the allowable number of absences, the Mayor may notify the member or chairperson, that action may be initiated by Council to remove the member from the advisory body. The Mayor may choose to postpone or withhold notification to Council in unusual circumstances: for example, if the member is actively performing work for the advisory body outside of the regular meetings or is involved in subcommittee work.

Leaves of Absence for City Advisory Body Members

Except under the most unusual circumstances, extended leaves of absence for members of City advisory bodies will not be allowed. Exceptions to this rule may be granted only by City Council.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised September 9, 2003
Revised September 23, 2003

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POLICY TITLE BOARDS, COMMISSIONS, AND COMMITTEES — SELECTION TO
FILL UNEXPIRED TERMS

POLICY STATEMENT:

When more than one unexpired term is being filled at the same time, the person who receives the most votes will be assigned the longer term. If the applicants each receive the same number of votes, term expirations will be determined by a draw by the City Clerk. ~~drawn by lot at the next advisory body meeting.~~

When reappointments and vacancies due to unexpired terms are being filled at the same time, reappointees will receive the longer term.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE DISABLED ACCESS TO MEETINGS/MEETING LOCATIONS —
CITY ADVISORY BODIES

POLICY STATEMENT:

All meetings of city advisory bodies will be made accessible to disabled persons.

All city advisory bodies shall generally hold their meetings in the Council Chambers ~~at the City Hall complex~~ or at other accessible city facilities; when space constraints necessitate, they may be held at other public facilities. It is expected that, from time to time, neighborhood meetings will be held at locations other than city facilities.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE: OPEN MEETING REGULATIONS (BROWN ACT) —APPLICATION—~~TO~~ CITY ADVISORY BODIES

POLICY STATEMENT:

This policy is established to comply with amendments to Government Code § 54950 et seq. (the Ralph M. Brown Act). The law requires local agencies to post an agenda prior to each meeting of the legislative body (and advisory bodies), requires local agencies to provide an opportunity for the public to address the legislative body, generally prohibits the legislative body from acting on items not appearing on the agenda, and authorizes bringing suit to void certain actions taken in violation of the Brown Act. This legislative bill applies to every local legislative body including all advisory bodies and standing subcommittees.

Stated below are procedures to be followed:

1. An agenda for each regular board, commission, committee, task force or standing subcommittee (see Policy 5.12) meeting and each adjourned regular meeting will be posted outside the on the bulletin board outside Council Chambers, in the enclosed bulletin board located on Church Street, and on the City's website~~meeting room and in a place visible to the public in/at the department responsible for staffing a given advisory body~~ at least 72 hours prior to the meeting. The agenda shall be accessible through a prominent, direct link posted on the City's primary website homepage. A record of ~~these two~~ postings will be maintained by the department and it will include a declaration of the time and place of each posting. Notice of any special meeting of an advisory body will be posted at least 24 hours prior to the meeting; such notice will specify the business to be transacted. A record of posting will be maintained as noted above.
2. The agenda will bear a brief general description of each item of business to be transacted or discussed at the meeting. The description will be reasonably calculated to inform the public of the general nature of the subject matter of the item so that the public may seek further information on items of interest. ~~The description will focus on the substance of the matter rather than the contemplated action.~~
3. If an advisory body member or staff intends to bring up an item for discussion or action it is to be included on the posted agenda unless the item qualifies as an exception as outlined in a) and b) below. The existing definition of "action taken" which is found in Government Code § 54952.6 will be used in determining the effect of the regulations. In that Government Code Section "action taken" is defined as "a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance." Action may be taken on items not appearing on the posted agenda under the following circumstances:

POLICY 5.11 (continued)

- (a) The advisory body makes a determination that "the need to take action" arose after the agenda was posted. This determination requires the affirmative votes of at least two-thirds of the members or a unanimous vote if less than two-thirds of the members are present. If the advisory body is able to make such determination, a motion will be made, seconded, and voted upon and that action, along with a brief explanation of the circumstances, will be included in the minutes of that meeting. The brief explanation will state the need for action and the reason that the need arose after the agenda was posted. In general, if either the members or staff knew of the need for action before the agenda was posted and it was not included on the agenda for reasons of scheduling convenience or oversight, the members could not properly determine that the need arose after the agenda was posted.
- (b) The advisory body determines that an emergency situation exists. A motion would be made, seconded, and the vote taken and that action, along with a brief explanation of the emergency, would be included in the minutes of that meeting. This determination requires the affirmative vote of a majority of the members.

Council-appointed city advisory bodies shall provide an opportunity at some point during each meeting for public oral input on matters of public concern which are not listed on the posted agenda.

As to matters brought up by members of the public during oral communications (if any), any such publicly raised matter may be placed on a specific agenda as appropriate. It is the intent of this section of this policy to defer action on any item brought up by members of the public during oral communications while providing a procedure for responding to the public.

- 4. The advisory body will allow for public comment on agenda items. At the beginning of each agenda section, the audience will be given an opportunity to indicate the need to comment on any items on that section of the agenda. The advisory body may encourage brevity and set time limits on speakers and indicate such limits on the agenda.
- 5. The Brown Act authorizes the attendance of non-subcommittee members at subcommittee meetings provided that they attend only as observers.
- 6. Should an action of an advisory body be challenged on the basis of alleged Brown Act violation, the complaint must make a demand on the city to cure or correct the allegedly improper action. Any action to cure or correct must be filed within 30 days from the date of the action taken. The City Clerk is then responsible for expeditiously notifying the affected department and/or advisory body secretary and the city manager and City Attorney that such claim has been filed.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE MINUTE PREPARATION AND MEETING ACTION FOLLOW-UP
FOR ADVISORY BODY AND CITY COUNCIL COMMITTEE
MEETINGS

POLICY STATEMENT:

1. For all advisory bodies, action only minutes shall be provided.
2. Action only minutes will be produced for all advisory body meetings in the same format used for City Council meetings.
3. Proceedings for all advisory body meetings and advisory bodies shall be digitally recorded. The ~~audio~~-recordings shall be made available on the City's website for at least one year. ~~retained for one year. Audio recordings of the Planning Commission shall also be available for public review in the Central Branch Library Reference Desk, for six months and in the Planning Department for three years.~~
4. All resolutions and recommendations adopted by advisory bodies and addressed to the City Council shall be delivered to the Mayor as soon as possible, and at least by the next ~~Mayor's Department Head~~ agenda review meeting. If the action requests Council action, the item will be placed on a future City Council agenda, or a reply will be sent back to the advisory body with an appropriate response at the discretion of the Mayor, with a copy to the Mayor and Councilmembers.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised March 27, 2001
Revised September 9, 2003
Revised May 11, 2010
Revised September 14, 2010

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POLICY TITLE COUNCIL REPRESENTATION AT COMMISSION FOR THE
PREVENTION OF VIOLENCE AGAINST WOMEN ANNUAL
PUBLIC HEARING

POLICY STATEMENT:

The Commission for the Prevention of Violence Against Women (CPVAW) was established by Ordinance 81-29 which states “it shall be the policy of the City of Santa Cruz that the prevention of rape and domestic violence shall be one of its highest priorities.”

Each year the CPVAW holds a public hearing to invite the public to communicate needs and issues.

The Mayor, or Mayor’s designee shall attend each annual public hearing, ~~beginning with the 2005 meeting.~~

AUTHORIZATION: Motion
Added 6/28/05

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POLICY TITLE: ADVISORY BODY MEMBERS' ETHICS TRAINING REQUIREMENT

POLICY STATEMENT:

1. Government Code Section 53235 provides that if a local agency reimburses members of a legislative body for actual and necessary expenses incurred in the performance of official duties, then all legislative officials of that local agency must receive training in general ethics principles and ethics laws relevant to public service every two years. The term "legislative body" includes the governing body of the local agency and any commission, committee, board, or other body of a local agency created by charter, ordinance, resolution, or formal action of a legislative body.
2. Council Policy 5.13 authorizes reimbursement to advisory body members for actual expenses for official travel; therefore, all advisory body members must receive ethics training pursuant to Government Code Section 53235.
3. Options for receiving ethics training include attending City workshops when offered by the City Attorney, or completing an on-line, cost-free training program offered by the Fair Political Practices Commission, available at the Fair Political Practices Commission website. At the end of the training, the advisory board member must provide the City Clerk Administrator with the ~~original~~-signed (~~wet signature~~)-certification of completion and obtain and keep in his or her records a copy.
4. Advisory body members shall complete required ethics training at the intervals prescribed by Government Code Section 53235. The City Clerk Administrator shall notify advisory body members when they are scheduled to complete the required ethics training. Any failure to complete training in accordance with the City Clerk Administrator's notice shall be reported to the City Council and the failure shall constitute grounds for removal from the member's advisory body.

AUTHORIZATION: Resolution NS-28,810 adopted 7/8/14

POLICY TITLE: CONFLICTS OF INTEREST – COMPLIANCE WITH STATUTES, REGULATIONS AND RELATED COURT, ATTORNEY GENERAL AND FPPC OPINIONS

POLICY STATEMENT:

1. The California Political Reform Act (Government Code Sections 81000 et seq), the California Fair Political Practices Commission implementing the Political Reform Act (California Code of Regulations, Title 2, Division 6, Sections 18109-18997), Government Code Sections 1090 et seq, and the City of Santa Cruz Conflict of Interest Code (~~City of Santa Cruz Resolution No. NS-28,561~~) all set forth conflict of interest statutes and regulations which are variously binding upon the Mayor, city councilmembers, city advisory board members, city officials and city employees. These statutes and regulations are intended to discourage and prohibit actual or perceived self-dealing on the part of councilmembers, advisory board members, officials and employees with respect to matters such as contracting, business, financial interests, real estate, expenditure of public funds and resources, bribes, the acceptance of gifts and other items and services of value, sources of income, and nepotism in the form of favoritism to family members. In addition to legislatively promulgated statutes and administratively promulgated regulations, California courts, the Fair Political Practices Commission, and the California Attorney General all issue written opinions pertaining to the proper interpretation, application and enforcement of these statutes and regulations. Councilmembers, advisory board members, officials and employees are subject to criminal and civil sanctions, both monetary and non-monetary, for failure to comply with these statutes and regulations. The California Attorney General, the Fair Political Practices Commission, district attorneys and city attorneys, depending upon the statute or regulation in question, are legally responsible for enforcing these statutes and regulations.

2. The City Council hereby affirms its conviction that the above-referenced conflict of interest statutes and regulations serve a valid and compelling public interest and for this reason should be meticulously learned, understood, observed and obeyed by the Council, city councilmembers, advisory board members, officials and employees to whom they apply. Specifically the City Council strongly endorses the following public policies which are advanced by strict adherence to these statutes and regulations:
 - State and local government should serve the needs and respond to the wishes of all citizens equally, without regard to their wealth, personal relationships, political affiliations or status.

- Public officials, whether elected or appointed, should perform their duties in an impartial manner, free from actual or perceived bias caused by their own financial interests or the financial interests of persons who have supported them, or other persons with whom they are personally, professionally or politically associated.
 - Receipts and expenditures in election campaigns should be fully and truthfully disclosed in order that the voters may be fully informed and improper practices may be inhibited.
 - Assets and income of councilmembers, advisory board members, officials and employees which may be materially affected by their official actions should be disclosed and in appropriate circumstances the officials should be disqualified from acting in order that actual or perceived conflicts of interest may be avoided.
3. City Councilmembers, advisory board members, officials and employees of the City of Santa Cruz shall all be responsible for learning, understanding, observing and obeying the conflict of interest statutes and regulations referenced in this policy, as interpreted and applied in opinions issued by the courts, the Attorney General and the Fair Political Practices Commission, to the extent that those statutes and regulations apply to those councilmembers, advisory board members, official and employees.
 4. Minimum compliance with this policy requires those individuals subject to the Government Code Section 53235 (AB1234) ethics training requirements to complete that training in accordance with, and at the intervals prescribed by, Section 53235. Individuals who are not subject to Section 53235 shall be deemed to have complied with this policy when they receive ethics training from any public agency professional organizations, such as the League of California Cities through its various departments, in which those individuals are members.
 5. Councilmembers, advisory board members, officials and employees who are uncertain whether or how a conflict of interest statute or regulation may apply to them in a given set of circumstances should confer with the City Attorney (or their supervisor) before proceeding. Any advice from the City Attorney is provided at no cost to the advisory board member.
 6. Lack of familiarity with, or failure to understand, a conflict of interest statute or regulation shall not constitute an excuse for failure to comply with that statute or regulation.
 7. Personal disagreement with a conflict of interest statute or regulation, or any opinion construing such a statute or regulation, shall not constitute a basis for non-compliance with that statute or regulation, nor shall personal disagreement excuse non-compliance with that statute or regulation.

8. An advisory board member's willful failure to comply with this policy or a conflict of interest statute or regulation referenced in this policy shall constitute grounds for removal from the member's advisory body and for reporting that member to the appropriate enforcement agency.

AUTHORIZATION: Resolution NS-28,810 adopted 7/8/14

POLICY TITLE CITY COUNCIL EXPENSES, TRAVEL CONTINGENCY FUND FOR MAYOR AND/OR CITY COUNCILMEMBERS, AND BOOKS, PERIODICALS, AND EQUIPMENT PURCHASED BY MAYOR AND/OR CITY COUNCILMEMBERS

POLICY STATEMENT:

Expenses

The Mayor and/or Councilmembers shall be reimbursed for actual and reasonable expenses incurred in the performance of official duties up to the amount allocated by Council in the budget for each fiscal year. These expenses may be incurred for travel for out-of-town meetings and conferences, local civic and governmental activities and miscellaneous or officeholder expenses, including expenses for local City purposes, as determined by the Mayor and/or individual Councilmembers.

The Finance Department will reimburse the Mayor/Councilmembers for expenses upon receipt of a claim form. The Mayor/-Councilmembers may also request a cash advance. A claim form must also be submitted to substantiate such expenses within 30 days of the expense, or the money must be returned.

Travel\Conference Expenses

A travel\conference contingency fund, approved by the Council in each budget, will cover necessary expenses for the Mayor/City Councilmembers in the following instances:

1. The Mayor/A-Councilmember has exceeded the individual authorized spending limit and would like to attend a meeting or conference which would benefit the city. This requires Council approval.
2. Council specifically requests that the Mayor and/or a Councilmember attend an out-of-town meeting or conference as a representative of the City Council.

Book, Periodicals and Other Equipment

Any portion of each member of the Council~~Councilmember~~'s yearly allocation may be used to purchase books, periodicals and equipment.

Capital outlay of any substantial value will be returned to the Council office.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

REVISED: June 29, 1999 Budget Hearings

REVISED: Motion January 10, 2006

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POLICY TITLE: SPECIAL MEETINGS OF THE CITY COUNCIL

POLICY STATEMENT: Procedures and assigned responsibilities for the preparation and conduct of special meetings¹ (also referred to as study sessions²) shall be as described below:

1. The Mayor shall be the presiding officer and shall conduct the meeting. When a Council Committee is holding a public hearing, the meeting may be turned over to the chair of that committee for the conduct of the hearing, however, the mayor will resume his/her role as presiding officer for purposes of council deliberation and action, and adjournment.
2. The Council will deliberate and take all action(s), including staff direction, at the end of the meeting to facilitate action minute or note taking by department staff and/or Clerk.
3. Special meetings require 24-hour notice per the Brown Act, however, every effort will be made to provide the standard 72-hour notice.
4. Special meetings do not require Oral Communications, however, the following language must appear at the bottom of the agenda: The public has the right to address the City Council (or advisory body) on the item(s) appearing on this agenda.
5. The meetings shall be ~~tape~~-recorded where practical.
6. Written materials will be ~~placed in~~provided to Council ~~boxes~~ no later than 72 hours preceding the meeting.
7. The Clerk will attend special meetings. ~~_at the Mayor's or Council's request.~~
8. The City Attorney will attend special meetings at the Mayor's or Council's request.

When a special meeting is set by Council, the ~~lead department~~Clerk will be responsible for the following:

~~Providing three copies of written materials for special meeting to City Clerk's Department for public review and original file; placing written materials in Council boxes no later than Friday afternoon before the meeting; and making the materials available to interested parties at the department's own discretion.~~

¹ The Brown Act recognizes special meetings of a legislative body (Council or any advisory body) as a meeting which is held on any day other than the regular meeting day or days of the body set by resolution or by-laws, e.g. the second and fourth Tuesday of each month, as in the case of the Council.

² A study session is a special meeting for purposes of the Brown Act, however it is one at which the Council receives information and materials on a specific subject matter but anticipates taking no formal actions with the exception of requesting additional information.

~~3. Setting, producing and distributing agenda according to City Clerk's identified list; and delivering agenda to Clerk's office for posting 72+ hours in advance of the meeting.~~

41. Legal advertising required by ~~Redevelopment Law~~, Government or other Code for public hearings. (The Brown Act does not require noticing of a regular or special meeting beyond posting of the agenda.)

25. ~~Recording/Taping~~ of special meeting where practical and taking notes or minutes of any actions taken at the meeting where appropriate; ~~providing a copy of notes or minutes to the City Clerk's Department for filing and distribution to Councilmembers as soon as possible.~~

~~6. Setting up and breaking down of meeting room.~~

37. Posting Notice of Adjournment (at the meeting site) within 24 hours of adjournment.

~~The City Clerk's department will assist the lead department by:~~

~~1. Posting the agenda 72 hours in advance of the meeting.~~

~~2. Making available to lead department meeting supplies which are on hand (soft drinks, coffee, tea); providing the department access to open purchase order for other refreshments i.e. cookies; nameplates.~~

~~3. Helping with recording equipment set up if special meeting is to be held in Council Chambers.~~

~~4. Providing a portable tape recorder and tapes for lead department's use if needed.~~

~~5. Storing tapes of special meetings.~~

46. Filing of minutes or notes after distribution to ~~the Council~~ Councilmembers.

~~For Council special meetings where no lead department can be easily determined, the City Manager or City Clerk departments will take responsibility.~~

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

POLICY TITLE CITY COUNCIL OUTGOING CORRESPONDENCE

POLICY STATEMENT:

1. Copies of all letters written by the Mayor/Councilmembers in their official capacity shall be kept on file for public information in the Council office according to the records retention schedule for the current year and one full year prior to the current year.

2. Care should be taken when using official stationery to indicate that the point of view expressed by the Mayor or an individual Councilmember is not necessarily that of the Council, unless the position reflects an official Council action.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE CITY COUNCIL AGENDA—ORDER OF BUSINESS

POLICY STATEMENT:

The business of Council shall generally be disposed of in the following order:

AFTERNOON SESSION (start time determined by Mayor)

Call to Order

Roll Call

~~Pledge of Allegiance~~

Administrative Business (~~Introduction of New Employees;~~ Presentations; Presiding Officer's Announcements; Statements of Disqualification; Additions and Deletions; ~~Oral Communications Announcement;~~ City Attorney Report on Closed Session; ~~City Manager Report~~)

Review Council Meeting Calendar

Consent Agenda

Council Business (Consent Public Hearings, Public Hearings and General Business)

~~Administrative Business (Council Meeting Calendar; Council Memberships in City Groups and Outside Agencies)~~

Oral Communications Announcement

Oral Communications (if no Evening Session is scheduled)(~~on or around 5 p.m.~~)

~~Items Not Completed Prior to Oral Communications)~~

Adjournment (if no Evening Session is scheduled)

Recess to Evening Session (if scheduled)

EVENING SESSION (start time determined by Mayor)

Call to Order

Roll Call

Oral Communications Announcement

Oral Communications

Administrative Business (Presentations)

Council Business (Public Hearings and General Business)

Adjournment

Whenever necessary to expedite the business of the meeting or to accommodate members of the public, the presiding officer may alter the order of business (reference: Councilmember's Handbook).

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised by Resolution No. NS-29,245 on May 23, 2017

POLICY TITLE CITY COUNCIL MEETINGS — ORAL COMMUNICATIONS**POLICY STATEMENT:**

In accordance with the Brown Act, every agenda for the 2nd and 4th Tuesday regular meetings of the Council will provide the public an opportunity to address the Council on matters not on the agenda but within the City Council's subject matter jurisdiction. This period will be known as Oral Communications and will be governed as follows:

1. Oral Communications will be held at the end of the afternoon session, if there is no evening session. If there is an evening session, Oral Communications will be heard first, followed by Council business a time certain to be posted in the meeting agenda no less than 72 hours prior to a regular meeting.
- ~~2. If Oral Communications concludes earlier than the designated start time for the business portion of the meeting, Council shall recess and reconvene at the designated start time.~~
- ~~3.2.~~ Thirty (30) minutes* will be allocated for oral communications.
- ~~4.3.~~ No individual will be allowed to speak for more than three minutes*.
- ~~5.4.~~ No individual may speak more than once during the oral communication period.
- ~~6.5.~~ Individuals who did not speak at the previous Council meeting's oral communications will be given first preference to speak.
- ~~7.6.~~ All speakers must address the entire Council and will not be permitted to engage in dialogue.
- ~~8.7.~~ In the interest of civil discourse, the same rules specified in the Council Rules of Procedure (Decorum) and principles for Rules of Debate shall apply for this section as well, and are hereby incorporated by reference. It shall be the responsibility of the presiding officer to ensure that Oral Communications are conducted in such a manner that avoids disruptive activity, promotes mutual respect, keeps comments focused on issues, and avoids personal attack.

* Time limits may be increased or decreased at the Mayor's discretion, though no requests for extra time made by groups will be approved.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
 Revised by Resolution No. NS-29,246 on May 23, 2017
 Revised by Resolution No. NS-29,388 on April 24, 2018
 Revised by Resolution No. NS-29,478 on January 8, 2019
 Revised by Resolution No. NS-29,926 on February 8, 2022

POLICY TITLE LENGTHY REPORTS DISTRIBUTED TO COUNCIL

POLICY STATEMENT:

Supporting agenda material which is too lengthy to be included in the Council agenda packet is to be identified by the City Clerk and departments will be asked to save those materials on the city's website and include a link on the agenda report. In addition, departments shall make the materials available in the office of the department. placed in the Council office for review on the Friday prior to the meeting.

~~Lengthy reports, such as EIRs, which are part of the background materials for agenda items are to be placed in Council boxes as soon as the reports are ready, rather than held for distribution with the agenda packets. Councilmembers will be notified when such reports have been placed in the Council boxes in advance.~~

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE INFORMATION ITEMS FOR CITY COUNCIL (FYIs)— PROCEDURE FOR DISTRIBUTION (ITEMS NOT REQUIRING COUNCIL ACTION)

POLICY STATEMENT:

1. All information items (FYIs) are submitted to the Assistant City Manager.
2. All information items shall be provided to the City Clerk to ~~are include on agendas and in agenda packets, however, the items will not be considered as agenda items and are not acted on, copied, recorded and placed in Council boxes. The original and three copies of each item are forwarded to the City Clerk (for file).~~
3. ~~Prior to each Council meeting, a log of the information items is submitted to the City Clerk. This list will be included on the printed Council agenda; however, the items will not be considered as agenda items.~~
43. Copies of information items are available to the public upon request to the City Clerk.
45. If the Mayor or a Councilmember feels that further Council action is necessary on the specific information item, ~~that Councilmember may first consult with the~~ request may be brought to the Department Head or City Manager ~~and the Councilmember may request that place~~ the item be placed on the next regular City Council agenda.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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COUNCIL POLICY 6.9

POLICY TITLE: REQUESTS OF STAFF MADE BY **THE MAYOR AND/OR COUNCILMEMBERS**

POLICY STATEMENT:

Requests of staff made by the Mayor and/or individual Councilmembers will require authorization by Council only if the assignment is expected to take more than one day of staff time (one day-one person). Staff members are encouraged to raise concerns or explain time factors regarding any requests.

Requests should be made directly to the City Manager, Assistant City Manager, or Department Heads.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised by motion – January 14, 2020
Revised by motion – February 11, 2020 (reverted back to November 17, 1998 version)

POLICY TITLE SEATING OF NEW COUNCILMEMBERS ~~AND~~ MAYOR; ELECTION OF ~~MAYOR AND~~ VICE MAYOR — SETTING TIMES

POLICY STATEMENT:

Pursuant to Section 704 of the City Charter, the Council shall convene to declare the results of any municipal election and install the newly elected officers.~~the newly elected Councilmembers are to be seated at the second regularly scheduled evening meeting after any Municipal Election.~~

Section 601 of the City Charter provides that Councilmembers and the Mayor shall serve a term of four years. They shall serve ~~and~~ until their successors have been elected and sworn in ~~and qualified~~; therefore the whole current council will convene as usual at its afternoon session on that day to consider routine business matters, if necessary.

Section 604 of the City Charter states that the City Council will elect a ~~Mayor and~~ Vice Mayor from among the Councilmembers at the second meeting in November in each non-election year, and at the second regularly scheduled evening meeting after the general municipal election in each election year. The ~~Mayor and~~ Vice Mayor shall serve until their successors ~~has~~ ve been elected by the Council.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE: CLOSED SESSIONS

POLICY STATEMENT:

The Brown Act at Government Code Sections 54956.78-54957.67 authorizes closed sessions for specifically enumerated topics including labor negotiations, litigation, property negotiations and personnel matters. In generally explaining the closed session exceptions to the Brown Act’s general “open meeting” rule, the California Supreme Court has acknowledged that “the public need for access to information must be balanced against the public’s right to the efficient administration of public bodies.” *Regents of University of California v. Superior Court*, 20 Cal.4th 509, 54226 (1999). Thus, “[m]ost sunshine laws explicitly recognize that “the administrative process cannot be conducted entirely in the public eye.” *Id.* In the Court’s words: “The ringing rhetoric of the open meeting acts jibes poorly with political reality. Taken to its logical extreme, openness may actually diminish the number and quality of public exchanges, increase divisiveness, and limit the flow of relevant information and the depth of critical collective scrutiny.” *Id.* at 544.

Section 54963(a), adopted by the State legislature in 2002, prohibits a person from disclosing “confidential information that has been acquired by being present in a closed session authorized by [the Brown Act] to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.” The Brown Act defines “confidential information” in this context as “a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter.” Gov. Code § 54963(ba).

The Act permits addressing violations of the rule against disclosure of confidential information “by the use of such remedies as are currently available by law, including, but not limited to:

- (1) Injunctive relief to prevent the disclosure of confidential information prohibited by this section.
- (2) Disciplinary action against an employee who has willfully disclosed confidential information in violation of this section.
- (3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grand jury.” Gov. Code § 54963(c).

CLOSED SESSION REQUIREMENTS:

1. Closed sessions items shall be agendaized and publicly reported upon in accordance with all the applicable provisions of the Brown Act.
2. If staff or Councilmembers wish to discuss a matter in a closed session, they should notify the City Attorney’s office as soon as possible, but preferably no later than 96 hours (4 days) before the scheduled closed session.

3. If feasible, the City Attorney will prepare a confidential memo to the Council prior to the closed session setting forth the information required by the Brown Act.

4. Amicus Curiae items will be placed on the closed session agenda, and the City Attorney shall report out any formal action on the item in open session. ~~both closed and open sessions with discussion in closed session and formal action in open session, as determined by the City Attorney.~~

5. No City Councilmember, City official, or City employee shall disclose any information provided or discussed in closed session or any direction given in closed session unless directed or permitted to do so by a majority of the City Councilmembers present at the closed session. Upon election to the City Council, a Councilmember shall in writing acknowledge that she or he understands this provision of state law and City Council policy and agrees to comply.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

Revised by motion: October 23, 2007

POLICY TITLE: OPEN MEETING REGULATIONS (BROWN ACT) - CITY COUNCIL MEETINGS

POLICY STATEMENT:

This policy is established to comply with the Brown Act. The law requires local agencies to post an agenda prior to each meeting of the legislative body, requires local agencies to provide an opportunity for the public to address the legislative body, generally prohibits the legislative body from acting on items not appearing on the agenda, and authorizes bringing suit to void certain actions taken in violation of the Brown Act. This legislative bill applies to every local legislative body including all city advisory bodies.

Stated below are procedures to be followed:

1. An agenda for each regular City Council Meeting and each adjourned regular City Council Meeting will be posted on the bulletin board outside the Council Chambers, in the enclosed bulletin board located on Church Street, and on the City's website at least 72 hours prior to the meeting. The agenda shall be accessible through a prominent, direct link posted on the City's primary website homepage. A record of the posting will be maintained by the City Clerk and it will include a declaration of the time and place of posting. Notice of any special meeting of the City Council will be posted at least 24 hours prior to the meeting; such notice will specify the business to be transacted. A record of posting will be maintained as noted above.

2. The agenda will bear a brief general description of each item of business to be transacted or discussed at the meeting. The description will be reasonably calculated to inform the public of the general nature of the subject matter of the item so that the public may seek further information on items of interest. The description will focus on the substance on the matter rather than the contemplated action.

3. If Council or staff intends to bring up an item for discussion or action, it is to be included on the posted agenda unless the item qualifies under a Brown Act exception; the current exceptions are outlined below. as an exception as outlined in a) and b) below. There is no definition of "action taken" in the new regulations. In the absence of such definition, the existing definition of "action taken" which is found in Government Code Section 54952.6 will be used in determining the effect of the new regulations. In that Government Code Section "action taken" is defined as "a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance." Action may be taken¹ on

¹ Government Code Section 54952.6 defines "action taken" as "a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative

items not appearing on the posted agenda under the ~~following circumstances:~~circumstances listed below.

(a) Council makes a determination that "the need to take action" arose after the agenda was posted. This determination requires the affirmative votes of at least two-thirds of the Council or a unanimous vote if less than two-thirds of the Councilmembers are present. Gov. Code § (b)(2). If Council is able to make such determination, a motion will be made, seconded, and voted upon and that action, along with a brief explanation of the circumstances, will be included in the minutes of that meeting. The brief explanation will state the need for action and the reason that the need arose after the agenda was posted. In general, if either the Council or staff knew of the need for action before the agenda was posted and it was not included on the agenda for reasons of scheduling convenience or oversight, the Council could not properly determine that the need arose after the agenda was posted.

(b) Council determines that an emergency situation exists as defined in Government Code Section 54956.5 (work stoppage or other activity which severely impairs public health, safety or both; or a crippling disaster). Gov. Code § 54954.2(b)(1). A motion would be made, seconded, and the vote taken and that action, along with a brief explanation of the emergency, would be included in the minutes of that meeting. This determination requires the affirmative vote of a majority of the Councilmembers.

(c) The item was on a properly noticed agenda of a prior Council meeting "occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken." Gov. Code § 54954.2(b)(3).

(d) "To consider action on a request from a member to participate in a meeting remotely due to emergency circumstances, pursuant to Section 54953, if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made. The legislative body may approve such a request by a majority vote of the legislative body." Gov Code § 54954.2(b)(4).

Council shall provide an opportunity at some point during each regular meeting for public oral input on matters of public concern which are not listed on the posted agenda. (See Policy No. 6.6)

As to matters brought up by members of the public during oral communications, the Mayor is empowered to refer any such publicly raised matter to staff or to direct that it be placed on a specific Council agenda as appropriate. It is the intent of this section of this policy to defer action on any item brought up by members of the public during oral communications while providing a procedure for responding to the public.

4. The Brown Act provides for the right of the public to testify at meetings. At the beginning of each agenda section, the audience will be given the opportunity to indicate the need

body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance."

to comment on any items on that section of the agenda. Brevity will be encouraged, and time limits will be stated on the agenda and may be increased or decreased at the Mayor's discretion. Agendas for special meetings shall include a statement describing the public's rights to address the Council on any item listed on the agenda for that special meeting.

VIOLATIONS OF THE ACT: The Brown Act provides for civil remedies and criminal penalties remedies, and actions taken in violation of the Brown Act may be declared null and void.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

~~POLICY TITLE PRE-PRINTED MATERIAL FOR COUNCIL ITEMS~~

~~POLICY STATEMENT:~~

~~Pre-printed identical forms expressing opinions (postcards, flyers, newspaper coupons, etc) shall be placed in the Council office for public review. The City Clerk will announce and summarize these materials during the Council meeting.~~

~~Pre-printed materials (postcards, flyers, newspaper coupons, etc) relating to Council items will not become a part of the public record.~~

~~A note to file will be prepared (with one example of the material) and will summarize a total count by City/County/State/Out-of-State residents. This note to file will become part of the permanent record.~~

~~After tabulation, the material will be shredded.~~

DISCONTINUE POLICY

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

HISTORY: Effective Date of Policy - November 17, 1998.

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~~POLICY TITLE CITY COUNCIL AGENDA LEGISLATIVE HISTORY ADDENDUM~~

~~POLICY STATEMENT:~~

~~The City Clerk shall maintain a City Council Agenda Legislative History Addendum which will be a listing of actions by outside entities. The documentation associated with the action will then be filed as part of the Council's legislative history. City staff will be responsible for providing the City Clerk with such documentation and information for the Legislative History Addendum.~~

~~Such entities would include, but not be limited to:~~

~~Courts~~

~~Coastal Commission~~

~~Closed Session Agreements/Settlements, which are public record~~

~~Association of Monterey Bay Area Governments~~

~~Local Agency Formation Commission~~

~~The Addendum and documentation will be part of the Council's legislative history, and will be used for research and reference.~~

~~DELETE POLICY~~

AUTHORIZATION: Motion, September 10, 2002

POLICY TITLE EQUAL ACCESS TO SERVICES

POLICY STATEMENT:

The City Council wishes to establish a form of government that is truly inclusive of all its residents. It finds and determines that the public safety, health, convenience, comfort, property, and general welfare will be furthered by the provisions which establish guidelines for access to City programs and services by residents who are not fluent in English.

As of November 2002, the population needing such services is the Spanish-speaking population.

The City Council desires to utilize sufficient bilingual employees in public contact positions, and departments are requested to provide information and services to the public in each language spoken by the substantial number of limited English speaking persons group(s).

Departments are requested to hire a sufficient number of bilingual employees, whenever feasible.

The City Manager is requested to provide for translation services, for the purpose of translating written materials for City departments and providing translations for public meetings, as needed and as feasible.

The City Council desires to provide oral interpretation of any public meeting or hearing held by a City commission or department, and this service shall be provided if a request is made at least 5 days ~~48 hours~~ in advance of the meeting or hearing in question.

The City Council desires that all recorded telephonic messages from departments shall be in each language.

The City Council desires that, for every public contact position for which bilingual capacity is necessary, the job shall be advertised as a bilingual position for which bilingual conversational proficiency will be a job requirement.

AUTHORIZATION: Motion – November 12, 2002

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POLICY TITLE CITY COUNCIL CHAMBERS — USE OF FACILITY

POLICY STATEMENT:

The Council Chambers are available weekdays and weekends without charge for public meetings or hearings sponsored by city, county, state or federal agencies or officials. Council Chambers will be available on weekends to outside non-governmental organizations as outlined below.

This meeting space is not available on any Tuesday of the month or on recognized City holidays. ~~Tuesdays will be reserved only for City Council use unless special permission has been granted by the City Clerk.~~ The following priorities have been established for reserving this facility.

Priority is to be given in this order:

- A. City Council
- B. City departments or city-appointed advisory bodies
- C. Other city, county, state, or federal agencies or officials
- D. For 90 days prior to any municipal election, the Chambers may be made available to any recognized civic or political organization for the purpose of conducting candidate forums, provided that all candidates are invited to participate equally, and that the forum is structured in a question and answer format in which all candidates have the opportunity to address each issue presented.

~~E. Any non-governmental organization which rents the Civic Auditorium, where such rental includes a Saturday and/or Sunday, may be allowed to rent the Council Chambers on that Saturday and/or Sunday in conjunction with the event being held at the Civic Auditorium, and upon the following conditions:~~

~~1. A rental amount of \$25.00 per hour, with a minimum of 4 hours, shall be made payable to the City of Santa Cruz through the Civic Auditorium staff. There shall be no fee waiver authorized for this use.~~

~~2. A signed application and permit for Chambers use, including the acceptance of responsibility for any damages, must be submitted at the time the rental fee is paid.~~

~~3. The City Council Chambers must be used as a lecture room only, and in conjunction with the event at the Civic Auditorium, to provide information; no money may be solicited as either contribution or payment.~~

~~4. Any cablecasting of the event must be the responsibility of the sponsoring organization, and must be staffed by Community Television of~~

~~Santa Cruz County, with a disclaimer that the presentation is a paid,
privately sponsored event and is not in any way connected to the City of
Santa Cruz.~~

PROHIBITED USE – No individual, organization or agency shall be permitted to use the City Council Chambers in either a paid or non-paid status, for the purpose of supporting or opposing any measure or candidate which may appear or has appeared on any election ballot.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised September 12, 2000
Revised April 24, 2001

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POLICY TITLE ELECTION PROCEDURES: CANDIDATE'S STATEMENT OF QUALIFICATIONS

POLICY STATEMENT:

1. The cost of printing and handling a candidate's statement of qualifications will be charged to the candidate except where a candidate is found to be indigent according to California Elections Code Section 13309. City Council Resolution No. NS-22,895 defines an indigent person as either a person whose income is 125% or less of the current poverty guidelines updated annually in the Federal Register by the U.S. Department of Health and Human Services under authority of Section 673(2) of the Omnibus Budget Reconciliation Act of 1981, or a disabled person whose income after meeting medical and other disability-related special expenses is 125% or less of those current poverty guidelines. Qualifications as an indigent person, however, does not relieve the candidate of the obligation to pay the candidate statement cost with the first amount of funds raised or by no later than December 31 of the election year.
2. The City Clerk Administrator will arrange for the Spanish translation of any candidate's statement of qualifications upon request. Those candidates who wish to have their Candidate's Statement of Qualifications translated into Spanish shall pay for the additional printing and handling costs. Upon request the City will pay the costs of printing the Spanish translation for candidates who have been declared indigent, however, the City is not prohibited from billing the candidate for the actual cost, after the election.
3. The statement of qualifications shall not exceed 200 words.
4. Candidates are not permitted to submit additional materials to the voters with the sample ballot.
5. The City Clerk Administrator will give a copy of Resolution No. NS-22,845 related to candidate statements to each candidate or representative at the time nomination papers are taken out.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998
Revised by resolution – June 14, 2016

POLICY TITLE: CANNABIS BUSINESS TAX INCREMENT DESIGNATED FOR A CHILDREN'S FUND

POLICY STATEMENT:

It is the policy of the City Council that ~~12.520~~12.520% of the City of Santa Cruz's Cannabis Business Tax revenue be designated for the creation and funding of a dedicated Children's Fund. This Children's Fund will support enhancement and expansion of evidenced-based programs to prioritize access to early childhood development, prevention, and vulnerable youth programs, without supplanting existing City of Santa Cruz services or investments.

The available funding will be calculated based on the prior year's audited financial statements. The specific allocation of funds will be determined by the City Council on an annual basis as part of the budget process. ~~The City Council may designate a process for obtaining recommendations related to the use or award of the funds.~~ Pursuant to Measure A, the City Council shall appoint a Children's Fund Oversight Committee to make recommendations on the use of future Children's Fund revenues. The City Council shall designate representatives consistent with Measure A, which may include, but not limited to, representatives of the following:

- Parks & Recreation Commission
- The Santa Cruz City School District
- First Five Santa Cruz
- Youth Organizations
- The City Council

AUTHORIZATION: Adopted by Resolution No. NS-29,323 November 14, 2017
Updated by Resolution No. NS-29,509, April 23, 2019

POLICY TITLE ORDINANCES FOR PUBLICATION

POLICY STATEMENT:

When an Ordinance is passed for publication*, the City Council authorizes the City Clerk to post the Ordinance in three (3) public places and publish only the title and a brief description of the proposed Ordinance in a newspaper of general circulation. The three public places where Ordinances are posted are the bulletin board outside of the City Council Office at City Hall, the Santa Cruz Library-Central Branch, and ~~at the entrance of the County Governmental Center~~on the city's website.

This policy complies with Section 613 of the City Charter.

*The exception to this policy is when an emergency ordinance is adopted by Council. The City Clerk shall publish the full ordinance at least once within fifteen (15) days after adoption.

AUTHORIZATION: Updated November 25, 2008

POLICY TITLE DESIGNATION OF PUBLIC HOUSING AGENCY FOR THE CITY OF SANTA CRUZ

POLICY STATEMENT:

The Housing Authority of the County of Santa Cruz is designated as the Public Housing Agency of the City of Santa Cruz, and will act as the City's agent in administering the ~~Section 8~~ Choice Voucher Subsidy Program. The duties of the Public Housing Agency include preparation and submission of grant applications, dissemination of information on housing assistance, determination of eligibility of participants, and general administration of the Federal program at the local level.

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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POLICY TITLE RENTAL POLICY FOR CITY-OWNED HOUSING

POLICY STATEMENT:

~~The following is the housing policy for City-owned properties:~~

~~1. Make Section 8 eligible city-owned units available to Section 8 tenants. Section 8 eligible units are units that are in good condition and are self-contained. When such units are occupied, refer tenants to the Housing Authority to be qualified for the Section 8 program.~~

~~a. If tenants are qualified as low income, they can be issued a Section 8 certificate or can be placed on a waiting list to receive a certificate when one becomes available.~~

~~1) If certificate is available to city tenant, the unit should be rented through the Section 8 program.~~

~~2) If a certificate is not available, the tenant should be placed on the waiting list and the unit should be rented at the current rental rate.~~

~~b. If tenants do not qualify as low income households, the rents should be raised on an annual basis on July 1st by the same percentage as the median income increase for the County of Santa Cruz.~~

~~2. As units become vacant, they should be made available to Section 8 tenants.~~

~~3. Rents for all non-Section 8 eligible city-owned units should be increased every July 1st by the same percentage as the median income increases for the County of Santa Cruz.~~

~~For City-owned affordable housing units, City shall follow the rental policies and procedures outlined in the most recent "Implementation Practice Guidelines for the City of Santa Cruz Affordable Housing Program" unless other policies and procedures are outlined in the Affordable Housing Development Agreement recorded against the property.~~

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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~~REDEVELOPMENT AGENCY/COUNCIL POLICY 30.1~~

~~POLICY TITLE — REDEVELOPMENT AGENCY BUSINESS — USE OF LOCAL BANKS,
FIRMS AND COMPANIES~~

~~POLICY STATEMENT:~~

~~Wherever possible, local banks, real estate firms, and title companies will be utilized in the conduct of the Redevelopment Agency's business.~~

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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~~REDEVELOPMENT AGENCY/COUNCIL POLICY 30.2~~

~~POLICY TITLE: REDEVELOPMENT AGENCY MEETINGS SETTING TIME~~

~~POLICY STATEMENT:~~

~~Regular meetings of the Redevelopment Agency will be held on the second and fourth Tuesdays of the month, at the close of the 3:30 p.m. City Council session or at 5:00 p.m., whichever comes first.~~

AUTHORIZATION: Council Policy Manual Update of November 17, 1998

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City Council AGENDA REPORT

DATE: 05/19/2023

AGENDA OF: 06/27/2023

DEPARTMENT: City Manager

SUBJECT: Dissolution of the City/County 2x2 Committee and Appointment to the Santa Cruz Housing for Health Partnership (H4HP) Policy Board (CM)

RECOMMENDATION: Motion to:

- 1) Dissolve the City/County 2x2 Committee; and
 - 2) Appoint the position of Deputy City Manager to the Santa Cruz Housing for Health Partnership (H4HP) Policy Board.
-

BACKGROUND: To discuss issues of mutual concern regarding homelessness in our region, City and County representatives began informally meeting in 2016. In January of 2018, both the City and the County formalized their respective agencies' participation and communication through a committee known as the 2x2. The 2x2 was comprised of two members from the County Board of Supervisors and two members from the City Council to improve coordination between the agencies regarding homelessness issues. The goal was to form a regional response, in partnership with the County, to strengthen City efforts to improve how we respond to the homelessness crisis.

DISCUSSION: To work together to address issues of mutual concern regarding homelessness, the 2x2 was formally created in January 2018. Issues often discussed were coordination on policies, housing, and service programs for the unhoused population. The County and City shared many issues of concern that required collaboration and coordination of efforts. Additionally, the intention was to improve communication regarding decisions being made by the City Council or the Board of Supervisors that impacted City and County efforts related to homelessness.

In January of 2022, the Santa Cruz County Housing for Health Partnership (H4HP) Policy Board (Policy Board) was created to replace the Homeless Action Partnership (HAP) oversight groups. The newly created H4HP serves as the federally designated Housing and Urban Development Department (HUD) Continuum of Care (CoC) Board for Santa Cruz County and coordinates resources, programs and services focused on preventing and ending homelessness.

Prior to the creation of the H4HP Policy Board, the HAP CoC oversight groups included staff from the County's four cities, the County, a member of the health sector, members from various non-profits serving the homeless community, and those with lived experience. The HAP groups

did not include elected officials. Subsequently, changes were made to the CoC governance structure to ensure broader and deeper engagement of City and County leaders in the CoC planning and decision-making process, with the additional option to include elected officials from the cities and the County on the Policy Board. Current Policy Board membership overlaps with individuals historically involved with the 2x2 and HAP. The City of Santa Cruz has two seats on the Policy Board, which may be filled by elected officials, government staff, or other citizens.

Elimination of the 2x2 will reduce the need for duplicate planning discussions among key City and County leaders but will not preclude City and County staff from continuing to meet regularly on homelessness issues. Elected leaders can also continue to receive regular updates from staff on topics related to homelessness outside of the previous 2x2 structure.

For Policy Board membership, the City's current representatives are Councilmember Watkins and Planning and Community Development Director Lee Butler. Both were appointed by the City Council in December of 2021, with a term of two years. Mr. Butler is no longer serving in the Deputy City Manager position overseeing homelessness response programs; therefore, staff recommend the City Council appoint the position of Deputy City Manager to the Policy Board as opposed to a specific person as the representative to replace Mr. Butler for the current two-year term ending December 31, 2023.

FISCAL IMPACT: None.

Prepared and Submitted By:
Lisa Murphy
Deputy City Manager

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:
None.



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: City Manager

SUBJECT: City Overlook Emergency Shelter Operations and Management Contract Approval (CM)

RECOMMENDATION: Motion to authorize the City Manager to execute a contract, in a form to be approved by the City Attorney, with The Salvation Army in the amount of \$4,048,426.19 to operate and manage the City Overlook emergency shelter program for a term not to exceed 12 months.

BACKGROUND: In June of 2021, the City Council approved the Camping Standards and Service Ordinance (CSSO), which directed staff to ensure at least 150 safe sleeping spots were created and maintained. Shortly thereafter, the City issued a Request for Qualifications (RFQ) in an effort to solicit competitive proposals for a variety of homelessness services, including operation of an emergency shelter. The City received two competitive bids for large shelter programs. The Salvation Army (TSA) scored the highest due to their experience both locally and nationally in shelter operations.

The contract with TSA for the City Overlook program operation was approved by City Council in December 2021 for a 75 – tent emergency shelter program located the south lawn of the National Guard Armory building in upper DeLaveaga Park for six months. In June of 2022, the contract was amended to include operating inside the Armory building, adding an additional 60 spaces through June 2023.

The City Overlook shelter program is comprised of three components: 1) Staffing and services (TSA), 2) Utilities and facilities costs, and 3) Transportation services. The Salvation Army provides the staffing, food services and a portion of the transportation program. The City pays separately for the utilities and facilities costs as well as funds a portion of the transportation program.

DISCUSSION: The City Overlook program is a 24/7 shelter that provides participants connection to case management services, 3 meals a day, private tent accommodations (indoor and outdoor options), hygiene services onsite, and transportation on and off site daily from 6am to 10 pm. The 135-space shelter has been serving participants since its opening in May of 2022. Since that time, the program has served 355 individuals with 45 of those exiting to more permanent housing.

The proposed TSA contract for FY 2024 is \$4,048,426.19, which is an increase of \$300,000 from the previous year. However, the transportation element, at an approximate cost of \$630,000, is no longer included in the scope of this contract. Therefore, the actual difference in cost for similar scope of services (year-to-year) is approximately \$930,000. The increases to the contract, much of which is attributable to the rising costs of supplies and personnel, are detailed as follows::

- *Personnel*: an increase in staffing costs of \$661,239. These costs are due to the addition of two FTEs (1.0 Assistant Director and 1.0 Janitor) and cost of living adjustments for all employees.
- *Supplies*: increase in food and supplies cost in the amount of \$226,041. The increase is attributed to one additional meal per day (from 2 to 3), camping supplies (which were previously procured by the City), additional hygiene supplies, and a new kitchen fee.
- *Admin/Indirect*: The TSA contract includes a 10% administrative fee representing \$40,240 in additional costs.
- *Operation of the Armory Transportation Program*: Another modification to the contract is the removal of the shuttle program from the TSA contract for FY 2024. Due to reasons outside of their control, TSA was unable to operate the shuttle program successfully on their own. The transportation program has been shared over the past year between TSA and the City. The costs associated with this program have remained the same because TSA has only invoiced the City for their share of the program costs. The transportation costs budgeted but not used by TSA have been utilized by the City to cover the City's associated transportation costs (drivers and rental van). Although the budget was not impacted by this unexpected shift in transportation program operations, the City has incurred additional in-kind expenses as City staff had to step in to hire and supervise driver staff.

In addition, the cumbersome nature of having two entities operating different components of the transportation program has been insufficient and challenging. The costs for the transportation program have been removed from the FY 2024 TSA contract for operations and management of the City Overlook. Therefore, City staff have released a Request for Proposal (RFP) to seek a new outside vendor to operate the transportation program which is vital to the success of the City Overlook program. The RFP was released on May 26, 2023, with a submission deadline of June 26, 2023. Staff anticipates bringing a contract for Armory transportation services to City Council in early August.

The City Overlook shelter program is in its final year of grant funding (CA \$14 M). Depending upon available funding in FY 2025, staff plans to issue an RFP specifically for shelter management and operations in accordance with the City's standard procurement processes to ensure that the City is contracting with the most qualified vendors. Given the complexity and challenges associated with shelter operations, there are a limited number of vendors working in this field. The City and the County are collaborating to attempt to increase the regional vendor pool to enhance the competitive bid process.

The City Council has expressed concern with the operator costs associated with the program. The County staff has recently conducted an estimate of cost per bed in an emergency shelter

program as \$100/unit/night. Utilizing their methodology, the cost to operate the City Overlook would equal \$4.9 million, or \$36,500 per bed space. With this contract, utilizing the County's methodology, the City's cost is \$30,000 per space.

FISCAL IMPACT: Funds to support the operations and management of the City Overlook will come from a portion of the \$14 million California homelessness grant that has been carried over from FY 2023 in the amount of \$4,048,426.19. At the writing of this report, the City has not heard if it has been awarded a CA Encampment Resolution Grant. If the City is successful, those funds will supplant the CA \$14 million grant funds.

Shelter operations provided by TSA is just one component of the City Overlook program. The other two components include transportation and utilities/facilities. As noted earlier, a contract for transportation services will be brought forth at a future Council meeting. It is anticipated with the increase in the TSA contract, rising costs for utilities/facilities, and the new transportation contract, the program may exceed FY 2024 estimates by approximately \$400,000. A budget amendment will be included in the transportation contract if needed.

Prepared By:
Larry Imwalle
Homelessness Response
Manager

Submitted By:
Lisa Murphy
Deputy City Manager

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:
1. CONTRACT.PDF

Professional Services Agreement With
THE SALVATION ARMY
For
OPERATIONS AND MANAGEMENT OF THE CITY OVERLOOK EMERGENCY SHELTER
(JULY 2023 – JUNE 30, 2024)

THIS AGREEMENT for professional services is made by and between the City of Santa Cruz (“City”) and The Salvation Army, a California Corporation (“Consultant”) (each is referred to individually as a “Party” and collectively, as the “Parties”) as of July 1, 2023 (the “Effective Date”).

NOW, THEREFORE, in consideration of each other’s mutual promises, the Parties hereto agree as follows:

SECTION 1: SCOPE OF WORK

Consultant will furnish services as defined and described in the Scope of Work, attached hereto as Exhibit A and incorporated herein.

SECTION 2: RESPONSIBILITIES OF CONSULTANT

All work performed by Consultant, or under Consultant’s direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and agrees that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

Consultant shall not undertake any work beyond the **Scope of Work** set forth in **Exhibit A** unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Larry Imwalle, Homelessness Response Manager, hereinafter called "Director", or other designated and authorized City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant’s services described in Exhibit A. Such meetings shall be held at the request of either Party. Review and City approval of completed work shall be obtained monthly, or at other intervals as may be mutually agreed upon during the course of this Agreement. Review, approval, or acceptance of Consultant’s work by City or others shall not relieve Consultant from responsibility for errors and omissions in Consultant’s work.

SECTION 3: RESPONSIBILITIES OF THE CITY

City shall make available to Consultant all necessary data and information in the City's possession and shall actively assist Consultant in obtaining such information from other agencies and individuals as needed. Consultant is entitled to reasonably rely upon the accuracy and completeness of such data and information, and Consultant shall provide City prompt written notice of any known defects in such data and information.

The Director may authorize a staff person to serve as his or her representative. The work in progress shall be reviewed at such intervals as may be mutually agreed upon between the Parties. The City will be the sole judge of

acceptable work, provided that such approval will not be unreasonably withheld or delayed. If the work is not acceptable, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4: FEES AND PAYMENT

For services actually performed, the City will compensate Consultant at the rates set forth in the **Fee Schedule** detailed in **Exhibit B** and in accordance with the terms set forth therein. Payment for Consultant's services in carrying out the entire Scope of Work shall be made within the budget limit, or limits shown, upon Exhibit B. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in the Scope of Work.

Consultant agrees that the payments to Consultant specified in this Section 4 will constitute full and complete compensation for all obligations assumed by Consultant under this Agreement. Where conflicts regarding compensation may occur, the provisions of this section apply.

Variations from the budget for each task which are justified by statements indicating personnel time expended and submittal of a revised budget are only allowed with prior City approval; however, in no event shall the total fee charged for the Scope of Work set forth in Exhibit A exceed the budget of **\$4,048,426.19** without advance written City authorization in the form of an amendment or change order.

Invoices shall detail the time worked by each class of employee on each task and the expenses incurred for which billing is made. Unless otherwise specified in the fee schedule, payments shall be made monthly by the City within 30 days based on itemized invoices from the Consultant which list the actual costs and expenses.

All invoices shall contain the following affidavit signed by Consultant (if individual) or by a principal of Consultant's firm (if Consultant is an entity):

"I hereby certify [or as principal of Consultant] that the charge of (Insert invoice amount) as summarized above and shown in detail on the attachments is a fair and reasonable use of public funds, is in accordance with the terms of Agreement dated (Insert Agreement Date), and has not been previously paid."

This Agreement is contingent upon the appropriation of sufficient funding by the City for the services covered by this Agreement. If funding is reduced or deleted by the City for the services covered by this Agreement, the City has the option without penalty or liability to either terminate this Agreement or to offer an amendment to this Agreement indicating the reduced amount.

SECTION 5: TRAVEL REIMBURSEMENT POLICY

The City shall not be responsible for any travel, meal, or lodging reimbursements to Consultant and/or Consultant's employees

SECTION 6: CHANGES IN WORK

City may negotiate changes in the Scope of Work. No changes in the Scope of Work shall be made without the written approval of City and Consultant. Any change requiring compensation in excess of the sum specified in Exhibit B shall be approved in advance in writing by the City. Only City's authorized representative(s) is authorized to approve changes to this Agreement on behalf of City.

SECTION 7: TERM AND SCHEDULE

The term of this Agreement shall be on the effective date of this Agreement and terminating on June 30, 2024. At the option of the City, this Agreement may be renewed annually under the same contractual terms and conditions by letter agreement. It is expressly understood by the Parties hereto that this Agreement and its commencement is dependent and conditioned upon the execution and grant of a License Agreement (“License”) to the City from the California Military Department (the “State”) for use of the Santa Cruz Armory located at 301 Armory Rd., Santa Cruz, CA 95065-2101; and in the event that said License is not executed, this Agreement will not go into effect and the City incurs no responsibilities or liabilities under this Agreement.

Consultant shall begin work as specified in a written authorization (e.g., Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the City.

Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters, or any Force Majeure event which is beyond the party's reasonable control. Consultant will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.

The City reserves the right to obtain the item(s) and/or services covered by this Agreement from another source during any on-going suspension of service due to the circumstances outlined above.

SECTION 8: TERMINATION

The City may terminate the Agreement for any reason by providing written notice to Consultant not less than 10 calendar days prior to an effective termination date. However, this Agreement shall terminate immediately upon any termination of the License for any reason whatsoever, without any liability upon the City, its officials, officers, and employees.

The Consultant may terminate the Agreement for cause by providing written notice to the City` not less than 30 calendar days prior to an effective termination date.

The City may, at its option, allow Consultant to cure its failure to perform within 10 business days (or longer period authorized in writing by the City) from the date of the City’s termination notice. The termination shall become effective if Consultant has not cured within the specified time period to the City’s satisfaction.

Consultant may terminate this Agreement for cause if the City fails to cure a material default in performance within a period of 30 calendar days (or such longer period agreed to by the Consultant), from date of the Consultant’s written termination notice specifying the default in performance.

Upon notice of termination by either the City or Consultant, the Consultant will immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City’s only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination less any amounts withheld. All finished or unfinished work or documents procured or produced under the Agreement will become property of the City upon the termination date. In the event of Consultant’s failure to perform pursuant to the Agreement, the City reserves the right to obtain services elsewhere and Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the City. Termination of the Agreement pursuant to this paragraph shall not relieve the Consultant of any liability to City for additional costs, expenses, or damages sustained by City due to failure of the Consultant to perform pursuant to the Agreement. City may withhold any payments to

Consultant for the purpose of set-off until such time as the exact amount of damages due City from Consultant is determined. After the effective date of termination, Consultant will have no further claims against the City under the Agreement. No other compensation will be payable for anticipated profit on unperformed services.

SECTION 9: INSURANCE

Prior to the beginning of and throughout the duration of the Agreement, Consultant will maintain and comply with the **Insurance Requirements** as set forth in **Exhibit C**. Consultant will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

SECTION 10: INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees. Consultant's obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

SECTION 11: EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICIES

City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Consultant to comply with all applicable Federal and State and local equal employment opportunity laws and regulations, and Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html> and <http://www.cityofsantacruz.com/home/showdocument?id=59192>.

SECTION 12: LEGAL ACTION/ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the Santa Cruz County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 13: AMENDMENTS

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City's authorized representative. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Exhibit A. Such authority is retained solely by the City Manager, Director, or their designee. Unless expressly authorized by the City Manager or Director, Consultant's compensation shall be limited to that set forth in Exhibit B, Fee Schedule / Budget.

SECTION 14: MISCELLANEOUS PROVISIONS

1. Project Manager/Key Staff. Director reserves the right to evaluate and confer with Consultant regarding the project manager or other key staff assigned by Consultant to perform the work under this Agreement. Consultant shall replace the project manager or key staff upon Director's request due to Director's concern about their performance, or City shall have the right to terminate this Agreement. Otherwise, no change in assignment by the Consultant may occur without prior written approval of the City.
2. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant's employees, agents, subcontractors or others under Consultant's supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the City for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the City, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.
4. Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Subcontractors. Consultant shall obtain prior approval of the City prior to subcontracting of any work pursuant to this Agreement. If at any time, the City determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the City of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the City in writing.
6. Assignment. This Agreement shall not be assigned without first obtaining the express written consent of the Director or after approval of the City Council. Neither party may assign this Agreement unless this Agreement is amended in accordance with its terms.
7. Conflicts of Interest. Consultant agrees to comply with conflict of interest laws in performing the work and services under this Agreement. Consultant covenants (on behalf of Consultant and Consultant's employees, agents, representatives, and subcontractors) that there is no direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant acknowledges and agrees to comply with applicable provisions of conflict of interest law and regulations, including the CA Political Reform Act, Sections 1090 and 87100 of the Government Code, and the City's conflict of interest

code. Consultant will immediately advise City if Consultant learns of a conflicting financial interest of Consultant during the term of this Agreement.

8. City Property. The work, or any portion, of Consultant in performing this Agreement shall become the property of City. The Consultant may be permitted to retain copies of such work for information and reference in connection only with the provision of services for the City. All materials and work product, whether finished or unfinished, shall be delivered to City upon completion of contract services or termination of this Agreement for any reason. Consultant acknowledges and agrees that the work product shall be considered a work made for hire within the meaning of the patent and copyright laws of the United States; and Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the City and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the City, or except as otherwise provided herein. Consultant's final deliverables shall comply with Section 508 (29 U.S.C. Section 794d) accessibility requirements, as applicable.
9. Intellectual Property and Indemnity. Consultant represents to City that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the City's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the City the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, City will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. City shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

10. Confidentiality.
 - a. Consultant shall not acquire any ownership interest in data and information ("City Data") received by Consultant from City, which shall remain the property of the City. Certain information may be considered confidential ("Confidential Information"). Confidential Information shall mean all information or proprietary materials (in every form and media) not generally known to the public and which has been or is hereafter disclosed or made available directly or indirectly to Consultant through any means of communication, either verbally or in writing even if it has not been designated in writing as "Confidential" to Consultant in connection with this Agreement. Unless otherwise required by law, Consultant shall not, without City's written permission, use or disclose City Data and/or Confidential Information other than in

the performance of the obligations under this Agreement. As between Consultant and City, all City Confidential Information shall remain the property of the City. Consultant shall not acquire ownership interest in the City's Confidential Information.

- b. Consultant shall be responsible for ensuring and maintaining the security and confidentiality of City Data and Confidential Information, protect against any anticipated threats or hazards to the security or integrity of City Data and Confidential Information, protect against unauthorized access to or use of City Data and Confidential Information that could result in substantial harm or inconvenience to City or any end users; and ensure the proper return and/or disposal of City Data and Confidential Information upon termination of this Agreement with notice to the City.
 - c. Consultant shall take appropriate action to address any incident of unauthorized access to City Data and Confidential Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying City as soon as possible of any incident of unauthorized access to City Data and Confidential Information, or any other breach in Consultant's security that materially affects City or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected City Data be divulged to unauthorized third parties, Consultant shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Consultant's sole expense. Consultant shall not charge City for any expenses associated with Consultant's compliance with these obligations.
 - d. Consultant shall defend, indemnify and hold harmless City, its officials, officers, employees and agents against any claim, liability, loss, injury or damage (including attorneys' fee and costs) arising out of, or in connection with, the unauthorized use, access, and/or disclosure of City Data and/or Confidential Information by Consultant and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the City. This provision shall survive the termination or expiration of this Agreement.
11. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred relating to this Agreement for examination and audit by the City, State, or federal government, as applicable, during the period of this Agreement, and for a period of at least five (5) years from the date of the final City payment for Consultant's services, or date of the termination of this Agreement, whichever is later. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
12. California Public Records Act. City is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to City, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a request for such information, City will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Cruz County before the City is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the City is required to respond to the CPRA request, City may disclose the requested information without any liability. Consultant further agrees that it shall defend, indemnify and hold City harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by City of a

CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

13. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations. Consultant further agrees to comply with the covenant of good faith and fair dealing and other provisions of Santa Cruz Municipal Ordinance chapter 3.09, or otherwise Consultant may be subject to penalties including being declared an irresponsible contractor.
14. Licensure. Consultant agrees that Consultant, its subcontractors and/or agents (if any) has/have complied with all applicable federal, state, and local licensing requirements and agrees to provide proof of a current City of Santa Cruz Business Tax Certificate if:
- Consultant, its subcontractor(s) and agent(s) or its business is/are located in the City of Santa Cruz;
 - Will perform actual work in the City of Santa Cruz for 6 or more days annually; or
 - Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.
- For additional information and licensing requirements, view the City's [Business Licenses and Permits webpage](#) or call the Revenue and Taxation division at 831/420-5070.
15. Living Wage. Every contract for services to the City for \$10,000 or more, is subject to City of Santa Cruz Living Wage Ordinance number 2000-25. If applicable, Consultant agrees to comply with the requirements of the Living Wage ordinance as provided in Santa Cruz Municipal Code Chapter 5.10.
16. Prevailing Wages for Public Work. To the extent that the work or services to be performed under this Agreement may be considered a "public work" (construction, alteration, demolition, or repair work) pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. (CA Labor Code sections 1720, 1774 and 1782.) To the extent applicable to the scope of work and services under this Agreement, Consultant agrees to be bound by the state prevailing wage requirements, including, but not limited to, the following:
- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
 - b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
 - c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
 - d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;

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- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.
- f. Any failure of Consultant and/or its subconsultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the City's performance of this Agreement at the City's sole and absolute option and shall be at the sole risk of Consultant. Consultant on behalf of itself and any subconsultant, agree to indemnify, defend and hold harmless the City and its officials, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.
- g. Consultant acknowledges that it and/or any subconsultant may not engage in the performance of any contract for public work unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
17. Storm Water Requirements. To the extent applicable to the Scope of Work under this Agreement, Consultant, Consultant's employees, subcontractors, and agents are required to abide by the applicable City of Santa Cruz Storm Water Best Management Practices (BMPs) for the duration of the work. The City's mandatory Storm Water BMPs, which are listed according to the type of work, operations, or business, are located on the City website at: <https://www.cityofsantacruz.com/government/city-departments/public-works/stormwater/best-management-practices>
18. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code sections 9204(e), 20104-20104.6, but without waiving the requirements of the California Tort Claims Act, Gov't Code section 800 et seq. unless otherwise agreed to by the Parties.
19. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, a strike, lockout or other labor difficulty, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on City's sole discretion.

- 20. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
- 21. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- 22. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
- 24. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 25. MacBride Principles/Peace Charter. City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.
- 26. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email, and concurrently delivered by: (a) personal delivery, in which case notice is effective upon delivery; (b) overnight courier (i.e., Federal Express) with charges prepaid or charged to the sender's account, in which case notice is effective when delivered; (c) priority U.S. Mail, in which case notice shall be deemed delivered on the second business day after the deposit thereof with the U.S. Postal Service. Notices shall be addressed to recipient as follows:

To CITY:
 City Manager's Office
 Larry Imwalle
 809 Center St., Rm 10
 Santa Cruz, CA 95060
limwalle@santacruzca.gov
 831-420-5405

To CONSULTANT:
 The Salvation Army
 Major Marcos Marquez
 721 Laurel St.
 Santa Cruz, CA 95060
marcos.marquez@usw.salvationarmy.org
 831-426-8365

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- 27. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
- 28. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved As To Form:
By:  Date: 05/30/2023
Office of the City Attorney

CONSULTANT
By: _____ Date: _____
Printed: _____ Title: _____

CITY OF SANTA CRUZ
By: _____ Date: _____
Matt Huffaker
City Manager

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK OVERVIEW

The City of Santa Cruz (CITY) is entering into a contract with The Salvation Army, A California Corporation (CONTRACTOR), to provide emergency shelter services for unsheltered individuals experiencing homelessness.

CONTRACTOR shall provide 24-hour emergency shelter services, 7 days per week, located at 301 Armory Road in Santa Cruz with up to 135 shelter spaces. Double occupancy is permitted with consent of participants. CONTRACTOR will determine eligibility criteria based on CONTRACTOR’s internal policies and guidelines. Shelter services will include healthy, safe, and secure sleeping quarters; nutritious meals; access to bathroom and shower amenities; and permanent housing exit-focused linkages and referral services.

PERFORMANCE MEASUREMENTS

How Many Services Will Be Provided?	How Well Will Services Be Provided?	Is Anyone Better Off?
Provide shelter capacity for up to 135 spots per night.	100% of enrolled individuals shall have a completed assessment and entry into HMIS within 14 days of program enrollment. <i>Data Collection Tools:</i> Monthly client reports & Homelessness Management Information System (HMIS)	10% of shelter participants will exit homelessness to a permanent housing destination. <i>Data Collection Tool:</i> HMIS

SERVICE PRINCIPLES

CONTRACTOR shall ensure the program adheres to Housing First, Trauma Informed Care, and Harm Reduction principles:

HOUSING FIRST

- CONTRACTOR shall conduct all emergency sheltering activities in adherence with the Core Components of Housing First, pursuant to State Welfare and Institution Code Section 8255(b).
- There are no requirements for sobriety, income, adherence to substance use treatment, mental health treatment, and/or participation in case management in order to receive shelter services. The focus is on shelter as a step towards permanent housing. CONTRACTOR shall work to ensure addiction and mental health issues do not become barriers to participation in the program, and that referrals are given to recovery providers for those that wish to seek help in confronting their behavioral health challenges.

TRAUMA INFORMED CARE (TIC)

1. TIC in a shelter is important because individuals currently experiencing homelessness are more likely to have experienced traumatic incidents in their lifetime than people in the general population. CONTRACTOR response to behavioral incidents shall be guided by TIC principles and practice.

HARM REDUCTION

CONTRACTOR shall not mandate abstinence from drugs and alcohol or require treatment for mental health symptoms or substance use as a requirement for program eligibility. Responses to participant situations focus on behaviors related to the health and safety of the individual, other participants and staff in the shelter, and the intent is to keep someone in shelter safely while also ensuring the safety of staff and other shelter participants. Exits due to behavior are reserved for only the most severe incidents or when there are multiple incidents that continue to jeopardize the health and safety of participants and staff.

CITY RESPONSIBILITIES

1. CITY shall be responsible for the requisite infrastructure at the Armory site for CONTRACTOR to provide the services described in this scope of work including sanitation and hygiene facilities for 135 participants at any time.
2. CITY will provide maintenance of the site/structures as well as cover utility costs and responsibilities for the site, including refuse service.

CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall:
 - a. Ensure the shelter site operates on a 24 hours/day, 7 days/week basis.
 - b. Provide all shelter participants with a simple morning breakfast and a hot meal in the evening, daily.
 - c. Supply all camping supplies for participants.
 - d. Not allow participants to congregate in a group or be outside between 10:00 pm. and 6:00 am.
 - e. Provide each shelter participant a space of at least 6 feet between guests and to minimize personal belongings to allow for ingress and egress of guests and staff.
2. CONTRACTOR shall ensure that all participants with physical limitations receive the personal assistance needed to support accessibility to services.
3. CONTRACTOR shall ensure that all shelter participants are able to safely access and use all amenities at or brought to the site, such as portable toilets, hand washing stations and showers.
4. CONTRACTOR shall ensure that each participant is provided the following amenities:
 - a. Tent
 - b. Cot or mattress
 - c. Personal storage tote
 - d. Sanitary blankets and/or sleeping bags free of infestations
 - i. Blankets will be laundered regularly, and stored in a manner that keeps them clean and out of contact with other shelter participants' bedding.

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5. CONTRACTOR shall ensure that its shelter program has Policies and Procedures that at a minimum include:
 - a. Shelter layout that meets all applicable government zoning and building requirements
 - b. Participant behavioral expectations policy
 - c. Safety procedures
 - d. Parking policies
 - e. Pet policy
 - f. Public visitation policy
 - g. Neighborhood interface procedures
 - h. Shower policies
 - i. Janitorial/storage expectations
 - j. Written plan for responding to first aid and health emergencies including basic first aid supplies accessible on site
 - k. Written evacuation plan for emergencies, i.e. Fire, Earthquake.
 - l. Organizational Chart depicting CONTRACTOR reporting structure and contact information for CONTRACTOR management personnel to be called for different types of problems, i.e. facilities, client behavior, emergency, etc.
 - m. Shelter staff position descriptions, responsibilities and expectations
 - n. Information on required Service Principles as indicated in this contract
 - o. Information on connections to mainstream services, referral and priority eligibility
 6. CONTRACTOR shall ensure its staff can readily access Shelter Program Policies and Procedures for consistency and clarity in conducting contracted services.
 7. CONTRACTOR shall maintain a healthy environment.
 - a. CONTRACTOR shall refer any participant with a suspected or known infectious disease to the Homeless Persons Health Project (866-731-HPHP).
 - b. CONTRACTOR shall immediately notify City of any incidents that resulted in a call to 911, including the nature of the call and the outcome of the incident by contacting Megan Bunch – mbunch@cityofsantacruz.com or (831) 420-5093.
 8. CONTRACTOR shall ensure secure storage is available to all participants so that they may store valuables or specific items that are not allowed in community spaces within shelter sites. Examples of items would be

jewelry, personal medications, bulky items and any other items not allowed in community spaces within shelter sites.

9. CONTRACTOR shall work with authorized staff from the County of Santa Cruz to utilize approved systems for data collection and reporting, as well as participant and program assessment and evaluation.
10. CONTRACTOR shall utilize identified systems for data collection and reporting, as well as participant and program assessment and evaluation. Systems shall be approved by the Director or Manager, and reports from the system shall be provided to the CITY upon request.
11. CONTRACTOR shall take necessary steps to ensure participants do not create or their conduct constitute a nuisance in the immediate vicinity of the site.
12. CONTRACTOR shall ensure that pets of participants adhere to the established shelter pet policy.
13. Upon expiration or termination of this AGREEMENT, CONTRACTOR shall remove all decorations, display, signs or equipment from the site.

PERSONNEL & SITE SUPERVISION

1. CONTRACTOR shall recruit, hire and maintain minimum staffing levels as specified in “Exhibit B – Fee Schedule / Budget” at a skill set sufficient to perform all the duties required to work with referred or identify potentially eligible participants and ensure the following are accomplished:
 - Assessment of all shelter applicants
 - Shelter participants’ entrance to and exit from the program happen in a coordinated manner
 - Appropriate oversight of shelter operations to ensure the health and safety of participants and staff
2. CONTRACTOR shall ensure all paid and volunteer staff are instructed on CONTRACTOR’s shelter policies and procedures, and that a policy and procedures manual is available on site.

CONNECTION TO ADDITIONAL SERVICES

1. CONTRACTOR shall ensure all participants receive an intake assessment, and that information on participants is entered into HMIS.
2. CONTRACTOR shall refer and link participants with appropriate community-based resources and programs to meet needs identified during the intake and assessment process. CONTRACTOR shall work to ensure participants attain resources to which they were referred by program staff.
3. CONTRACTOR shall ensure that participants receive transportation linkage and referral assistance when necessary to obtain appropriate community resources and support.
 - To assist participants with disabilities to access transportation assistance, CONTRACTOR shall contact The Lift Line (<https://communitybridges.org/liftline/>) for disabled transportation assistance services or a similar free transportation service.

SYSTEMS FOR DATA COLLECTION

CONTRACTOR shall utilize the following approved systems for data collection and reporting, as well as participant and program assessment and evaluation.

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

1. CONTRACTOR shall utilize HMIS as the agreed upon collaborative system for program and participant data collection and reporting.
2. CONTRACTOR shall complete HMIS data entry for each participant that includes information sharing authorization, new client entry if needed, program intake assessment, participant update information, participant referral information, and participant exit information.

REFERRALS, ELIGIBILITY AND PRIORITY CRITERIA**BASIC REFERRAL CRITERIA**

1. CONTRACTOR shall accept referrals of participants from the City. With consent from the City, Contractor may also accept referrals from the Coordinated Entry System (CES) or from County agencies in the event there are available beds.
2. CONTRACTOR shall ensure that all participants are provided information about the Homeward Bound program and offered Homeward Bound as a diversion option at program intake.

BASIC ELIGIBILITY CRITERIA FOR SHELTER SERVICES

The basic eligibility for entry into the program, as established by City, is that participants are individuals 18 or older and are experiencing homelessness (literally homeless, unsheltered).

REPORTING AND COORDINATION REQUIREMENTS

1. CONTRACTOR shall immediately notify CITY of any significant issues with program participants; time is of the essence. Significant issues include but are not limited to disciplinary or safety issues that impact participants' shelter stay.
2. Training: CONTRACTOR shall ensure that personnel listed under "Exhibit B – Fee Schedule / Budget" are appropriately trained in Housing First, HMIS, Coordinated Entry, Trauma Informed Care, Harm Reduction, to facilitate their ability to utilize evidence-based Housing First and other best practices.

INVOICES

1. CONTRACTOR shall provide monthly invoices, using a template provided by the CITY, to document services costs based on the budget detailed in this scope of work and the attached Exhibit B – Fee Schedule / Budget document.
2. Monthly invoices shall be submitted via email to CITY authorized staff (Larry Imwalle, limwalle@santacruzca.gov) within 10 calendar days following the end of the month in which the services were provided.

BACK UP DOCUMENTATION AND REPORTING

1. CONTRACTOR shall provide required backup documentation on monthly contracted activities along with monthly invoices when submitted.

2. CONTRACTOR shall utilize the HMIS to enter, track and measure data on each participating individual, based on the Performance Measurement outcomes stated in this scope of work.
3. CONTRACTOR shall utilize monthly reports and other reports as needed, to enter, track and measure data not already captured within HMIS, based on the Performance Measurement outcomes stated in this scope of work.
4. CONTRACTOR is responsible for providing monthly reports, by the 15th of the subsequent month, to include:
 - Census of participants (number of new and returning, and days of stay)
 - Participant demographics (age, gender, race & ethnicity)
 - Location of last permanent housing (City, zip code)
 - Identified needs
 - Bed capacity/utilization (with specifics for “overnight reservation” beds)
 - Staffing capacity
 - Number of participants exiting the program and reason for exiting
 - County services (and non-profit organization) that have provided services onsite
 - List of incident reports (if any)

SCOPE OF WORK OR BUDGET MODIFICATION

1. Changes to the budget, including transfers between budget categories within a specific fiscal year may be made only through a budget modification, which must be requested to the CITY in writing by the CONTRACTOR in advance of the modification, providing the transfer is less than 30% (cumulative), is within a single budget suffix of the approved budget, and is within the total original fiscal year budget.
2. Budget modification requests must be received no later than May 15th of the fiscal year in which the budget modification is applicable and must have prior approval by CITY authorized staff to be approved.

ADDITIONAL TERMS AND CONDITIONS

1. **Corrective Action:** CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to submit a brief Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract.
2. **Federal Funding:** CONTRACTOR certifies they are not suspended, debarred or proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
3. **Uninterrupted Provision of Services:** In order to maintain uninterrupted services under this agreement, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services are maintained, which

includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff must be replaced within 90 days of the start of staffing vacancies.

4. Notification of Personnel Changes: In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., program manager or assistant program manager), the CONTRACTOR shall report changes to the CITY within 10 business days of occurrence.
5. Instruction: The CONTRACTOR shall provide this Scope of Work to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. The CONTRACTOR will train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.
6. Publicity and Outreach: The CONTRACTOR agrees to obtain CITY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. The CONTRACTOR shall ensure that the CITY logo and name are included on all contracted program marketing materials and will obtain these directly from CITY authorized staff for approved uses.
7. Media Inquiries: Should the CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR shall notify the City's Homelessness Communication Specialist of the inquiry, at soki@cityofsantacruz.com or at 831-420-5059. Press/media must also be referred directly to the Communications Specialist for additional information.

EXHIBIT B: FEE SCHEDULE / BUDGET

The approved Program budget provides annual costs. This contract is for the term of July 1, 2023 through June 30, 2024. The total amount payable under this agreement shall not exceed \$4,048,426.19

Program participation will vary due to a number of factors. This variation in Program participation will impact the costs associated with Program operation. The approved Program budget is based on maximum participation of 135 beds at any point in time. Should participation be lower, the Program costs, and therefore, Contractor invoices, will also be lower. (For example, food service is primarily based on a per person cost, excluding kitchen rental fees.) It is therefore necessary that the Contractor provide accurate monthly reports and invoice monthly based on the associated costs incurred.

Contractor will invoice the City on or before the 15th of each month. Monthly invoices should include the following information and costs:

- Average number of Program participants for the invoicing month
- Payroll costs with staff levels/hours for the invoicing month
- Supply costs with list of supplies purchased to support the Program during the invoicing month

Location:		Santa Cruz Corps The Salvation Army			2024 Staffing Table						Benefit Costs					Rates and Assessments Costs			Total Cost
Shelby Account Number	Position	Full Name	Hourly or Salaried	Weeks per Year	Current Hourly Wage	Hours per Week	Planned Sal/Wage per Hour	Gross Wages	Medical 7103	Retirement 7104	FICA 7201	Worker's Comp 7203	General Liability 8403-102	Sexual Misconduct 9470	UNI/Pro Fee Month 8009				
Emergency Shelter 400					THQ Rates - Hard Coding Amounts			5.0%	\$966	10.000%	7.650%	2.088%	2.216%	0.00371	\$ 15.00				
ADMINISTRATIVE																			
	Accountant		Hourly F	52	25.73	40	\$ 27.02	\$ 56,194.32	\$ 11,592.00	\$ 5,619.43	\$ 4,298.87	\$ 1,172.21	\$ 1,245.27	\$ 208.48	\$ 180.00	\$ 80,510.88			
	HR Coordinator		Hourly F	52	25.20	40	\$ 26.46	\$ 55,036.80	\$ 11,592.00	\$ 5,503.68	\$ 4,210.32	\$ 1,148.07	\$ 1,219.62	\$ 204.19	\$ 180.00	\$ 79,094.66			
	Director		Hourly F	52	33.43	40	\$ 35.10	\$ 73,011.12	\$ 11,592.00	\$ 7,301.11	\$ 5,585.35	\$ 1,523.01	\$ 1,617.93	\$ 270.87	\$ 180.00	\$ 101,081.39			
	Asst. Director		Hourly F	52	27.30	40	\$ 28.67	\$ 59,623.20	\$ 11,592.00	\$ 5,962.32	\$ 4,561.17	\$ 1,243.74	\$ 1,321.25	\$ 221.20	\$ 180.00	\$ 84,704.89			
	Asst. Director		Hourly F	52	26.00	40	\$ 27.30	\$ 56,784.00	\$ 11,592.00	\$ 5,678.40	\$ 4,343.98	\$ 1,184.51	\$ 1,258.33	\$ 210.67	\$ 180.00	\$ 81,231.89			
	Asst. Director		Hourly F	52	26.00	40	\$ 27.30	\$ 56,784.00	\$ 11,592.00	\$ 5,678.40	\$ 4,343.98	\$ 1,184.51	\$ 1,258.33	\$ 210.67	\$ 180.00	\$ 81,231.89			
CAREGIVER																			
	Caregiver		Hourly F	52	23.57	40	\$ 24.75	\$ 51,476.88	\$ 11,592.00	\$ 5,147.69	\$ 3,937.98	\$ 1,073.81	\$ 1,140.73	\$ 190.98	\$ 180.00	\$ 74,740.06			
	Caregiver		Hourly F	52	22.05	40	\$ 23.15	\$ 48,157.20	\$ 11,592.00	\$ 4,815.72	\$ 3,684.03	\$ 1,004.56	\$ 1,067.95	\$ 178.66	\$ 180.00	\$ 70,679.33			
	Caregiver		Hourly F	52	22.00	40	\$ 23.10	\$ 48,048.00	\$ 11,592.00	\$ 4,804.80	\$ 3,675.67	\$ 1,002.28	\$ 1,064.74	\$ 178.26	\$ 180.00	\$ 70,545.76			
INTAKE																			
	Intake Worker		Hourly F	52	25.20	40	\$ 26.46	\$ 55,036.80	\$ 11,592.00	\$ 5,503.68	\$ 4,210.32	\$ 1,148.07	\$ 1,219.62	\$ 204.19	\$ 180.00	\$ 79,094.66			
	Intake Worker		Hourly F	52	25.20	40	\$ 26.46	\$ 55,036.80	\$ 11,592.00	\$ 5,503.68	\$ 4,210.32	\$ 1,148.07	\$ 1,219.62	\$ 204.19	\$ 180.00	\$ 79,094.66			
WEEKDAY MONITORS (FULL TIME)																			
	Lead Monitor (4:00pm-12:00am)		Hourly F	52	21.00	40	\$ 22.05	\$ 45,864.00	\$ 11,592.00	\$ 4,586.40	\$ 3,508.60	\$ 956.72	\$ 1,016.35	\$ 170.16	\$ 180.00	\$ 67,874.22			
	Monitor (3:30pm-11:30pm)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Monitor (3:30pm-11:30pm)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Monitor (3:30pm-11:30pm)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Monitor (3:30pm-11:30pm)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Lead Monitor (12:00am-8:00am)		Hourly F	52	21.00	40	\$ 22.05	\$ 45,864.00	\$ 11,592.00	\$ 4,586.40	\$ 3,508.60	\$ 956.72	\$ 1,016.35	\$ 170.16	\$ 180.00	\$ 67,874.22			
	Monitor (11:30pm-7:30am)		Hourly F	52	20.35	40	\$ 21.37	\$ 44,444.40	\$ 11,592.00	\$ 4,444.44	\$ 3,400.00	\$ 927.11	\$ 984.89	\$ 164.89	\$ 180.00	\$ 66,137.72			
	Monitor (11:30pm-7:30am)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Monitor (11:30pm-7:30am)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Lead Monitor (8:00am-4:00pm)		Hourly F	52	21.00	40	\$ 22.05	\$ 45,864.00	\$ 11,592.00	\$ 4,586.40	\$ 3,508.60	\$ 956.72	\$ 1,016.35	\$ 170.16	\$ 180.00	\$ 67,874.22			
	Monitor (7:30am-3:30pm)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Monitor (7:30am-3:30pm)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Monitor (7:30am-3:30pm)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Monitor (7:30am-3:30pm)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Monitor PT Misc. (AS NEEDED)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
	Monitor PT Misc. (AS NEEDED)		Hourly F	52	20.00	40	\$ 21.00	\$ 43,680.00	\$ 11,592.00	\$ 4,368.00	\$ 3,341.52	\$ 911.16	\$ 967.95	\$ 162.05	\$ 180.00	\$ 65,202.69			
WEEKEND MONITORS (PART TIME)																			
	Lead Monitor (4:00pm-12:00am)		Hourly P	52	21.00	25	\$ 22.05	\$ 28,665.00	\$ -	\$ 2,866.50	\$ 2,192.87	\$ 597.95	\$ 635.22	\$ 106.35	\$ 180.00	\$ 35,243.89			
	Monitor (3:30pm-11:30pm)		Hourly P	52	21.00	25	\$ 22.05	\$ 28,665.00	\$ -	\$ 2,866.50	\$ 2,192.87	\$ 597.95	\$ 635.22	\$ 106.35	\$ 180.00	\$ 35,243.89			
	Monitor (3:30pm-11:30pm)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Monitor (3:30pm-11:30pm)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Monitor (3:30pm-11:30pm)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Lead Monitor (12:00am-8:00am)		Hourly P	52	21.00	25	\$ 22.05	\$ 28,665.00	\$ -	\$ 2,866.50	\$ 2,192.87	\$ 597.95	\$ 635.22	\$ 106.35	\$ 180.00	\$ 35,243.89			
	Monitor (11:30pm-7:30am)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Monitor (11:30pm-7:30am)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Monitor (11:30pm-7:30am)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Lead Monitor (8:00am-4:00pm)		Hourly P	52	21.00	25	\$ 22.05	\$ 28,665.00	\$ -	\$ 2,866.50	\$ 2,192.87	\$ 597.95	\$ 635.22	\$ 106.35	\$ 180.00	\$ 35,243.89			
	Monitor (7:30am-3:30pm)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Monitor (7:30am-3:30pm)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Monitor (7:30am-3:30pm)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Monitor (7:30am-3:30pm)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Monitor PT Misc. (AS NEEDED)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
	Monitor PT Misc. (AS NEEDED)		Hourly P	52	20.00	25	\$ 21.00	\$ 27,300.00	\$ -	\$ 2,730.00	\$ 2,088.45	\$ 569.48	\$ 604.97	\$ 101.28	\$ 180.00	\$ 33,574.18			
FOOD SERVICE																			
	Cook/Server (12:00pm-9:00pm)		Hourly F	52	20.35	40	\$ 21.37	\$ 44,444.40	\$ 11,592.00	\$ 4,444.44	\$ 3,400.00	\$ 927.11	\$ 984.89	\$ 164.89	\$ 180.00	\$ 66,137.72			
	Cook/Server (12:00pm-9:00pm)		Hourly F	52	20.35	40	\$ 21.37	\$ 44,444.40	\$ 11,592.00	\$ 4,444.44	\$ 3,400.00	\$ 927.11	\$ 984.89	\$ 164.89	\$ 180.00	\$ 66,137.72			
	Cook/Server (12:00pm-9:00pm)		Hourly F	52	19.00	40	\$ 19.95	\$ 41,496.00	\$ 11,592.00	\$ 4,149.60	\$ 3,174.44	\$ 865.61	\$ 919.55	\$ 153.95	\$ 180.00	\$ 62,531.51			
JANITORIAL																			
	Shelter Janitor		Hourly F	52	18.00	40	\$ 18.90	\$ 39,312.00	\$ 11,592.00	\$ 3,931.20	\$ 3,007.37	\$ 820.05	\$ 871.15	\$ 145.85	\$ 180.00	\$ 59,859.62			
								TOTAL	\$ 1,933,342.32	\$ 399,352.00	\$ 193,334.23	\$ 147,900.69	\$ 40,329.52	\$ 42,842.87	\$ 7,172.70	\$ 8,460.00	\$ 96,867.12	Total Payroll: \$ 2,829,401.44	

FOOD & SUPPLIES WORKSHEET			
ITEM	QTY	PRICE/UNIT	TOTAL
Blankets (75 start + 20/4 quarters)	155	\$ 20.00	\$ 3,100.00
Hygiene (135/\$.1 ea./365 days)			\$ 49,275.00
Food (\$11.00/person/day)[\$5-dinner,\$3.00-lunch \$3.00- Breakfast]Billed Per Diem)			\$ 542,025.00
Emergency Taxi Transportation (\$2000/quarter)			\$ 8,000.00
Cleaning/Disinfecting/PPE Supplies (\$150/month)			\$ 1,800.00
Kithchen Usage Fee (\$50/day)			\$ 18,250.00
Office Supplies (150/month)			\$ 1,800.00
Emergency Clothing (Sweats/shirt/sweatshirt) (\$25/set)	150	\$ 25.00	\$ 3,750.00
Staff CPR Training and certification			\$ 12,000.00
Employee Staff Shirts (2 per employee/\$25 ea.)	120	\$ 25.00	\$ 3,000.00
Employee Staff hats (1 per employee/\$20 eac)	60	\$ 20.00	\$ 1,200.00
Laundry Services (\$10,000./mo)			\$ 120,000.00
6 tablets for intake (counting on breakage)	6	\$ 1,000.00	\$ 6,000.00
Security Cameras			\$ 5,000.00
Supplies (Tents, cots, bins)			\$ 40,000.00
Commercial Washer/Dryer/Installation (for emergencies)	\$3,000 per unit x2 (5,000 electrical)		\$ 11,000.00
NOT INCLUDED IN THIS BUGET IS ARE INFRASTRUCTURE COSTS (including mats... most needing replacement)			
		Subtotal	\$ 826,200.00
		3% Misc. Supplies	\$ 24,786.00
		FOOD & SUPPLIES TOTAL	\$ 850,986.00
COMPREHENSIVE SHELTER BUDGET			
Budget is based off of a 135 client capacity			
	FOOD & SUPPLIES SUBTOTAL	\$	850,986.00
	STAFFING SUBTOTAL	\$	2,829,401.44
	SUBTOTAL	\$	3,680,387.44
	10% Support/Admin Service Fee	\$	368,038.74
	TOTAL PROGRAM COST	\$	4,048,426.19

EXHIBIT C: INSURANCE REQUIREMENTS

Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property and otherwise which may arise from or in connection with the performance of the work under this Agreement and the results of that work by Consultant, its agents, representatives, employees, or subcontractors.

A. CERTIFICATE REQUIREMENTS

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 1200 Pacific Ave., Suite 290, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the City, unless a longer duration is required as specified below.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown below, the City of Santa Cruz requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL):** \$2,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE
Proof of coverage for \$2 Million per occurrence and \$2 Million in the aggregate including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL.
- **AUTOMOBILE LIABILITY:**
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE:** \$1,000,000 per accident for bodily injury or disease.
The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.
If Consultant has no employees, Consultant shall complete and sign a [Workers' Compensation Exemption Declaration and Release of Liability](#).

C. OTHER INSURANCE PROVISIONS

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**
The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations, products and completed operations. General liability coverage will be provided in the form of an **endorsement** to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- **PRIMARY COVERAGE**
For any claims related to this Agreement, Consultant's and all subcontractor's insurance coverage will be **primary and non-contributory** as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Consultant's and all subcontractor's insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- **WAIVER OF SUBROGATION**
Consultant hereby grants to the City a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**
Consultant may use excess liability/umbrella policies to meet the required liability limits on the condition that they provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The excess liability/umbrella insurance policies shall be provided on a true "**following form**" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.
- **DURATION OF COVERAGE**
CGL & Excess Liability/Umbrella policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- **SELF-INSURED RETENTIONS (SIR)**
Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

- **VERIFICATION OF COVERAGE**

Consultant will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy (and CPL, automobile and any Excess Liability/Umbrella policies, as applicable) listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

D. SUBCONTRACTORS

Consultant shall include their subcontractor(s) as additional insured(s) under the policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. Consultant shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are named as additional insureds on insurance required from its contractor(s) and subcontractor(s).

E. SPECIAL RISKS/CIRCUMSTANCES

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Consultant.

Brittany Inclan

From: Big Joe 77 <skeepinitreal@gmail.com>
Sent: Friday, June 23, 2023 9:17 AM
To: City Council
Subject: Public Correspondence: June 27 Agenda Item 11: "City Overlook Emergency Shelter Operations and Management Contract Approval"

Honorable Mayor, Vice Mayor, and council-

It's time to dispel the myth that the "Overlook Emergency Shelter Program" is successful. By your own data, 355 persons have entered the program, and 45 have moved on to more "permanent housing." This means that the failure rate is about 4 to 1, as 175 persons have obviously not moved on in the right way.

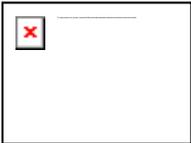
Now, it seems as though this Overlook Program is going to cost nearly a million dollars more to operate than it did last year, and the transportation issue is still "at large." Cost estimates for that part of the program look to run into the \$750,000.00 range.

Serving the needs of less than 10% of the transients within the city limits, at such enormous cost with next to nothing to show for it isn't good business. Nothing wrong with admitting defeat in the face of a challenging demographic, but it's time to pull the plug on this avenue of human recovery.

Thank you for your time and consideration in this matter.

--

Big Joe 77
Keepin' it Real





City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: City Manager

SUBJECT: Tier 3 Safe Parking Operations and Management Contract Approval (CM)

RECOMMENDATION: Authorize the City Manager to execute a contract, in a form approved by the City Attorney, between the City of Santa Cruz and the Association of Faith Communities, in the amount of \$430,161.60, to operate and manage the Tier 3 safe parking program.

BACKGROUND: With the adoption of the Oversized Vehicle Ordinance (OVO) in October 2021, the City Council directed staff to open a three-tiered safe parking program. In August of 2022, the City opened the Tier 3 program in the front parking lot of the National Guard Armory building, in upper DeLaveaga Park.

At the conclusion of a competitive bid process, a contract was approved by the City Council to operate Tier 3 of the safe parking program by The Free Guide, with fiscal sponsorship from the Association of Faith Communities (AFC). This 24/7 safe parking program provides free parking and wraparound supportive services to up to 20 oversized vehicles. The previous contract was in the amount of \$392,348 for a one year term.

On May 11, 2023, the Coastal Commission approved a coastal development permit for one year. The conditions of the approved permit require the continuation of the safe parking program, including the Tier 3, 24/7 program.

DISCUSSION: The Tier 3 of the three-tiered safe parking program has served 29 people to date. Program participants are provided a designated parking space, comprehensive case management and housing navigation, hygiene facilities, and access to transportation on and off site. At the writing of this report, six (6) Tier 3 participants have moved into more permanent housing locations.

The Tier 3 safe parking program was the first, and remains the only, 24/7 safe parking program in Santa Cruz County. The City, The Free Guide and AFC entered this new program model with both great expectations and an understanding that lessons would be learned with experience. As the team enters the second year of operations, many successes have been realized, such as obtaining housing for participants. Some challenges have also been identified, such as most participants are individuals who fall into the “chronically unhoused” category, a group that historically has been very difficult to rehouse.

This contract for program operations, with AFC as the fiscal sponsor and The Free Guide as the operator, is for \$430,161.60 for a term of 12 months. This represents an increase of 9% from the previous contract. The increased costs are attributed to inflation and a modification of the staffing plan to meet the need for additional housing navigation support.

FISCAL IMPACT: Funds to support the operations and management of the Tier 3 safe parking program will come from the California homelessness \$14 million grant funds that have been carried over from FY 2023, in the amount of \$430,161.60.

Prepared By:
Larry Imwalle
Homelessness Response
Manager

Submitted By:
Lisa Murphy
Deputy City Manager

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:
1. CONTRACT.PDF

Professional Services Agreement With
ASSOCIATION OF FAITH COMMUNITIES (AFC)
For **OPERATION AND MANAGEMENT OF THE TIER 3 SAFE PARKING PROGRAM**

THIS AGREEMENT for professional services is made by and between the City of Santa Cruz (“City”) and Association of Faith Communities (AFC) (“Consultant”) (each is referred to individually as a “Party” and collectively, as the “Parties”) as of July 1, 2023 (the “Effective Date”).

NOW, THEREFORE, in consideration of each other’s mutual promises, the Parties hereto agree as follows:

SECTION 1: SCOPE OF WORK

Consultant will furnish services as defined and described in the **Scope of Work**, attached hereto as **Exhibit A**, and incorporated herein.

SECTION 2: RESPONSIBILITIES OF CONSULTANT

All work performed by Consultant, or under Consultant’s direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and agrees that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

Consultant shall not undertake any work beyond the **Scope of Work** set forth in **Exhibit A** unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Larry Imwalle, Homelessness Response Manager, hereinafter called "Director", or other designated and authorized City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant’s services described in **Exhibit A**. Such meetings shall be held at the request of either Party. Review and City approval of completed work shall be obtained monthly, or at other intervals as may be mutually agreed upon during this Agreement. Review, approval, or acceptance of Consultant’s work by City or others shall not relieve Consultant from responsibility for errors and omissions in Consultant’s work.

SECTION 3: RESPONSIBILITIES OF THE CITY

City shall make available to Consultant all necessary data and information in the City's possession and shall actively assist Consultant in obtaining such information from other agencies and individuals as needed. Consultant is entitled to reasonably rely upon the accuracy and completeness of such data and information, and Consultant shall provide City prompt written notice of any known defects in such data and information.

The Director may authorize a staff person to serve as his or her representative. The work in progress shall be reviewed at such intervals as may be mutually agreed upon between the Parties. The City will be the sole judge of acceptable work, provided that such approval will not be unreasonably withheld or delayed. If the work is not acceptable, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4: FEES AND PAYMENT

For services actually performed, the City will compensate Consultant at the rates set forth in the **Fee Schedule** detailed in **Exhibit B** and in accordance with the terms set forth therein. Payment for Consultant's services in carrying out the entire Scope of Work shall be made within the budget limit, or limits shown, upon **Exhibit B**. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in the Scope of Work.

Consultant agrees that the payments to Consultant specified in this Section 4 will constitute full and complete compensation for all obligations assumed by Consultant under this Agreement. Where conflicts regarding compensation may occur, the provisions of this section apply.

Variations from the budget for each task which are justified by statements indicating personnel time expended and submittal of a revised budget are only allowed with prior City approval; however, in no event shall the total fee charged for the Scope of Work set forth in **Exhibit A** exceed the budget of \$430,161.60. without advance written City authorization in the form of an amendment or change order.

Invoices shall detail the time worked by each class of employee on each task and the expenses incurred for which billing is made. Unless otherwise specified in the fee schedule, payments shall be made monthly by the City within 30 days based on itemized invoices from the Consultant which list the actual costs and expenses.

All invoices shall contain the following affidavit signed by Consultant (if individual) or by a principal of Consultant's firm (if Consultant is an entity):

"I hereby certify [or as principal of Consultant] that the charge of (Insert invoice amount) as summarized above and shown in detail on the attachments is a fair and reasonable use of public funds, is in accordance with the terms of Agreement dated (Insert Agreement Date) and has not been previously paid."

This Agreement is contingent upon the appropriation of sufficient funding by the City for the services covered by this Agreement. If funding is reduced or deleted by the City for the services covered by this Agreement, the City has the option without penalty or liability to either terminate this Agreement or to offer an amendment to this Agreement indicating the reduced amount.

SECTION 5: TRAVEL REIMBURSEMENT POLICY

The City shall not be responsible for any travel, meal, or lodging reimbursements to Consultant and/or Consultant's employees.

SECTION 6: CHANGES IN WORK

City may negotiate changes in the Scope of Work. No changes in the Scope of Work shall be made without the written approval of City and Consultant. Any change requiring compensation in excess of the sum specified in **Exhibit B** shall be approved in advance in writing by the City. Only City's authorized representative(s) is authorized to approve changes to this Agreement on behalf of City.

SECTION 7: TERM AND SCHEDULE

The term of this Agreement shall be on the effective date of this Agreement and terminating on June 30, 2024.

Consultant shall begin work as specified in a written authorization (e.g., Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the City.

Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters, or any Force Majeure event which is beyond the party's reasonable control. Consultant will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.

The City reserves the right to obtain the item(s) and/or services covered by this Agreement from another source during any on-going suspension of service due to the circumstances outlined above.

SECTION 8: TERMINATION

The City may terminate the Agreement for any reason by providing written notice to Consultant not less than 10 calendar days prior to an effective termination date.

The Consultant may terminate the Agreement for cause by providing written notice to the City` not less than 30 calendar days prior to an effective termination date.

The City may, at its option, allow Consultant to cure its failure to perform within 10 business days (or longer period authorized in writing by the City) from the date of the City's termination notice. The termination shall be become effective if Consultant has not cured within the specified time period to the City's satisfaction.

Consultant may terminate this Agreement for cause if the City fails to cure a material default in performance within a period of 30 calendar days (or such longer period agreed to by the Consultant), from date of the Consultant's written termination notice specifying the default in performance.

Upon notice of termination by either the City or Consultant, the Consultant will immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination less any amounts withheld. All finished or unfinished work or documents procured or produced under the Agreement will become property of the City upon the termination date. In the event of Consultant's failure to perform pursuant to the Agreement, the City reserves the right to obtain services elsewhere and Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the City. Termination of the Agreement pursuant to this paragraph shall not relieve the Consultant of any liability to City for additional costs, expenses, or damages sustained by City due to failure of the Consultant to perform pursuant to the Agreement. City may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due City from Consultant is determined. After the effective date of termination, Consultant will have no further claims against the City under the Agreement. No other compensation will be payable for anticipated profit on unperformed services.

SECTION 9: INSURANCE

Prior to the beginning of and throughout the duration of the Agreement, Consultant will maintain and comply with the **Insurance Requirements** as set forth in **Exhibit C**. Consultant will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

SECTION 10: INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees. Consultant's obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

SECTION 11: EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICIES

City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Consultant to comply with all applicable Federal and State and local equal employment opportunity laws and regulations, and Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html> and <http://www.cityofsantacruz.com/home/showdocument?id=59192>.

SECTION 12: LEGAL ACTION/ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the Santa Cruz County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 13: AMENDMENTS

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City's authorized representative. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in **Exhibit A**. Such authority is retained solely by the City Manager, Director, or their designee. Unless expressly authorized by the City Manager or Director, Consultant's compensation shall be limited to that set forth in **Exhibit B**, Fee Schedule.

SECTION 14: MISCELLANEOUS PROVISIONS

1. Project Manager/Key Staff. Director reserves the right to evaluate and confer with Consultant regarding the project manager or other key staff assigned by Consultant to perform the work under this Agreement. Consultant shall replace the project manager or key staff upon Director's request due to Director's concern about their performance, or City shall have the right to terminate this Agreement. Otherwise, no change in assignment by the Consultant may occur without prior written approval of the City.
2. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant's employees, agents, subcontractors or others under Consultant's supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the City for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend, and hold harmless the City, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.
4. Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Subcontractors. Consultant shall obtain prior approval of the City prior to subcontracting of any work pursuant to this Agreement. If at any time, the City determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, including naming the City of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the City in writing.
6. Assignment. This Agreement shall not be assigned without first obtaining the express written consent of the Director or after approval of the City Council. Neither party may assign this Agreement unless this Agreement is amended in accordance with its terms.
7. Conflicts of Interest. Consultant agrees to comply with conflict of interest laws in performing the work and services under this Agreement. Consultant covenants (on behalf of Consultant and Consultant's employees, agents, representatives, and subcontractors) that there is no direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant acknowledges and agrees to comply with applicable provisions of conflict of interest law and regulations, including the CA Political Reform Act, Sections 1090 and 87100 of the Government Code, and the City's conflict of interest code. Consultant will immediately advise City if Consultant learns of a conflicting financial interest of Consultant during the term of this Agreement.
8. City Property. The work, or any portion, of Consultant in performing this Agreement shall become the property of City. The Consultant may be permitted to retain copies of such work for information and reference in connection only with the provision of services for the City. All materials and work product, whether finished or unfinished, shall be delivered to City upon completion of contract services or termination of this Agreement for any reason. Consultant acknowledges and agrees that the work product shall be considered a work made for hire within the meaning of the patent and copyright laws of the United States; and Consultant agrees that all copyrights which arise

from creation of project-related documents and materials pursuant to this Agreement shall be vested in the City and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the City, or except as otherwise provided herein. Consultant's final deliverables shall comply with Section 508 (29 U.S.C. Section 794d) accessibility requirements, as applicable.

9. Intellectual Property and Indemnity. Consultant represents to City that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the City's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the City the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, City will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. City shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

10. Confidentiality.

- a. Consultant shall not acquire any ownership interest in data and information ("City Data") received by Consultant from City, which shall remain the property of the City. Certain information may be considered confidential ("Confidential Information"). Confidential Information shall mean all information or proprietary materials (in every form and media) not generally known to the public and which has been or is hereafter disclosed or made available directly or indirectly to Consultant through any means of communication, either verbally or in writing even if it has not been designated in writing as "Confidential" to Consultant in connection with this Agreement. Unless otherwise required by law, Consultant shall not, without City's written permission, use or disclose City Data and/or Confidential Information other than in the performance of the obligations under this Agreement. As between Consultant and City, all City Confidential Information shall remain the property of the City. Consultant shall not acquire ownership interest in the City's Confidential Information.
- b. Consultant shall be responsible for ensuring and maintaining the security and confidentiality of City Data and Confidential Information, protect against any anticipated threats or hazards to the security or integrity of City Data and Confidential Information, protect against unauthorized access to or use of City Data and Confidential Information that could result in substantial harm or inconvenience to City or any end users;

and ensure the proper return and/or disposal of City Data and Confidential Information upon termination of this Agreement with notice to the City.

- c. Consultant shall take appropriate action to address any incident of unauthorized access to City Data and Confidential Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying City as soon as possible of any incident of unauthorized access to City Data and Confidential Information, or any other breach in Consultant's security that materially affects City or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected City Data be divulged to unauthorized third parties, Consultant shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Consultant's sole expense. Consultant shall not charge City for any expenses associated with Consultant's compliance with these obligations.
 - d. Consultant shall defend, indemnify and hold harmless City, its officials, officers, employees and agents against any claim, liability, loss, injury or damage (including attorneys' fee and costs) arising out of, or in connection with, the unauthorized use, access, and/or disclosure of City Data and/or Confidential Information by Consultant and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the City. This provision shall survive the termination or expiration of this Agreement.
11. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred relating to this Agreement for examination and audit by the City, State, or federal government, as applicable, during the period of this Agreement, and for a period of at least five (5) years from the date of the final City payment for Consultant's services, or date of the termination of this Agreement, whichever is later. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
12. California Public Records Act. City is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to City, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a request for such information, City will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Cruz County before the City is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the City is required to respond to the CPRA request, City may disclose the requested information without any liability. Consultant further agrees that it shall defend, indemnify, and hold City harmless against any claim, action, or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by City of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.
13. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations. Consultant further agrees to comply with the covenant of good faith and fair dealing and other provisions of Santa Cruz Municipal Ordinance chapter 3.09, or otherwise Consultant may be subject to penalties including being declared an irresponsible contractor.

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14. Licensure. Consultant agrees that Consultant, its subcontractors and/or agents (if any) has/have complied with all applicable federal, state, and local licensing requirements and agrees to provide proof of a current City of Santa Cruz Business Tax Certificate if:
- Consultant, its subcontractor(s) and agent(s) or its business is/are located in the City of Santa Cruz; or
 - Will perform actual work in the City of Santa Cruz for 6 or more days annually; or
 - Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.
- For additional information and licensing requirements, view the City's [Business Licenses and Permits webpage](#) or call the Revenue and Taxation division at 831/420-5070.
15. Living Wage. Every contract for services to the City for \$10,000 or more, is subject to City of Santa Cruz Living Wage Ordinance number 2000-25. If applicable, Consultant agrees to comply with the requirements of the Living Wage ordinance as provided in Santa Cruz Municipal Code Chapter 5.10.
16. Prevailing Wages for Public Work. To the extent that the work or services to be performed under this Agreement may be considered a "public work" (construction, alteration, demolition, or repair work) pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. (CA Labor Code sections 1720, 1774 and 1782.) To the extent applicable to the scope of work and services under this Agreement, Consultant agrees to be bound by the state prevailing wage requirements, including, but not limited to, the following:
- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
 - b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
 - c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
 - d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
 - e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.
 - f. Any failure of Consultant and/or its subconsultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the City's performance of this Agreement at the City's sole and absolute option and shall be at the sole risk of Consultant. Consultant on behalf of itself and any subconsultant, agree to indemnify, defend and hold harmless the City and its officials, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any

kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

- g. Consultant acknowledges that it and/or any subconsultant may not engage in the performance of any contract for public work unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

17. Storm Water Requirements. To the extent applicable to the Scope of Work under this Agreement, Consultant, Consultant's employees, subcontractors, and agents are required to abide by the applicable City of Santa Cruz Storm Water Best Management Practices (BMPs) for the duration of the work. The City's mandatory Storm Water BMPs, which are listed according to the type of work, operations, or business, are located on the City website at: <https://www.cityofsantacruz.com/government/city-departments/public-works/stormwater/best-management-practices>
18. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code sections 9204(e), 20104-20104.6, but without waiving the requirements of the California Tort Claims Act, Gov't Code section 800 et seq. unless otherwise agreed to by the Parties.
19. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, a strike, lockout or other labor difficulty, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on City's sole discretion.
20. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
21. Severability. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

- 22. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
- 24. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 25. MacBride Principles/Peace Charter. City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.
- 26. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email, and concurrently delivered by: (a) personal delivery, in which case notice is effective upon delivery; (b) overnight courier (i.e., Federal Express) with charges prepaid or charged to the sender’s account, in which case notice is effective when delivered; (c) priority U.S. Mail, in which case notice shall be deemed delivered on the second business day after the deposit thereof with the U.S. Postal Service. Notices shall be addressed to recipient as follows:

To CITY:
 City Manager’s Office
 Larry Imwalle
 809 Center St., Rm 10
 Santa Cruz, CA 95062
limwalle@santacruzca.gov
 831-420-5405

To CONSULTANT:
 Association of Faith Communities (AFC)
 Judy Hutchison
 532 Center Street
 Santa Cruz, CA 95060
director@afcsantacruz.org
 831-226-4788

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- 27. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile, or other copy of a party’s signature shall be accepted and valid as an original.
- 28. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved As To Form:

By: Barbara H. Choi Date: 5-30-2023

Office of the City Attorney

CONSULTANT

By: _____ Date: _____

Printed: _____ Title: _____

CONSULTANT

By: _____ Date: _____

Printed: _____ Title: _____

CITY OF SANTA CRUZ

By: _____ Date: _____

Matt Huffaker
City Manager

Signature Requirements for Nonprofit Corporation:
 2 officer signatures required (one from each group, unless person signing holds officer positions in both Group 1 and 2):
 Group 1: Chief Executive Officer, Chairman of the Board, President, or Vice President
 Group 2: Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, Assistant Treasurer

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK OVERVIEW

The City of Santa Cruz (CITY) is entering into a contract with Association of Faith Communities (AFC) A California Corporation (CONTRACTOR), to operate a Safe Parking Program for unsheltered individuals living in their vehicles.

CONTRACTOR shall operate a 24-hour emergency safe parking program, 7 days per week, located at 301 Armory Road in Santa Cruz. The safe parking program will be sited at the Armory north parking lot (within the fenced area) for up to 20 oversized vehicles. Services will include safe and secure parking spots; access to bathroom and shower amenities; and case management aimed at permanent housing exit-focused linkages and referral services.

PERFORMANCE MEASUREMENTS

How Many Services Will Be Provided?	How Well Will Services Be Provided?	Is Anyone Better Off?
<p>A minimum of 17 unduplicated individuals will receive program services per night during the contract period.</p>	<p>100% of enrolled participants will have a completed assessment and entry into HMIS within 14 days of program enrollment.</p> <p><i>Data Collection Tools:</i> Monthly client reports & Homelessness Management Information System (HMIS)</p>	<p>20% of program participants will exit homelessness to a permanent housing destination within 12 months.</p> <p>60% of program participants will have become housing ready within 12 months.</p> <p>70% of program participants will have a documented instance of overcoming a housing barrier within 4 months of entering the program.</p> <p><i>Data Collection Tool:</i> HMIS</p>

SERVICE PRINCIPLES

CONTRACTOR shall ensure the program adheres to Housing First, Trauma Informed Care, and Harm Reduction principles:

HOUSING FIRST

- CONTRACTOR shall conduct all emergency sheltering activities in adherence with the Core Components of Housing First, pursuant to State Welfare and Institution Code Section 8255(b).
- There are no requirements for sobriety, income, adherence to substance use treatment, mental health treatment, and/or participation in case management in order to receive shelter services. The focus is on shelter as a step towards permanent housing. CONTRACTOR shall work to ensure addiction and mental health issues do not become barriers to participation in the program, and that referrals are given to recovery providers for those that wish to seek help in confronting their behavioral health challenges.

TRAUMA INFORMED CARE (TIC)

1. TIC in a shelter is important because individuals currently experiencing homelessness are more likely to have experienced traumatic incidents in their lifetime than people in the general population. CONTRACTOR response to behavioral incidents shall be guided by TIC principles and practice.

HARM REDUCTION

CONTRACTOR shall not mandate abstinence from drugs and alcohol or require treatment for mental health symptoms or substance use as a requirement for program eligibility. Responses to participant situations focus on behaviors related to the health and safety of the individual, other participants and staff in the shelter, and the intent is to keep someone in shelter safely while also ensuring the safety of staff and other shelter participants. Exits due to behavior are reserved for only the most severe incidents or when there are multiple incidents that continue to jeopardize the health and safety of participants and staff.

CITY RESPONSIBILITIES

1. CITY shall be responsible for the requisite infrastructure at the Armory north parking lot site for CONTRACTOR to provide the services described in this scope of work including sanitation and hygiene facilities.
2. CITY will provide maintenance of the site/structures as well as cover utility costs and responsibilities for the site, including refuse service.

CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall:
 - a. Ensure the safe parking program operates on a 24 hours/day, 7 days/week basis.
 - b. Provide all shelter participants with case management services including housing navigation and connection to County services
 - c. Not allow participants to congregate in a group or be outside between 10:00 pm. and 6:00 am.
 - d. Provide each shelter participant a space of at least 6 feet between guests and minimize personal belongings to allow for ingress and egress of guests and staff.
1. CONTRACTOR shall ensure that all participants with physical limitations receive the personal assistance needed for personal care needs, such as cleaning, bathing, moving into or out of wheelchairs, or changing clothes, as well as getting into/out of transportation vehicles.
2. CONTRACTOR shall ensure that all shelter participants are able to safely access and use all amenities at or brought to the site, such as portable toilets, hand washing stations and showers.
3. CONTRACTOR shall ensure that its safe parking program has Policies and Procedures that at a minimum include:
 - a. Shelter layout that meets all applicable government zoning and building requirements

- b. Shelter requirements
 - c. Safety procedures
 - d. Parking policies
 - e. Pet policy
 - f. Public visitation policy
 - g. Neighborhood interface procedures
 - h. Shower policies
 - i. Janitorial/storage expectations
 - j. Written plan for responding to first aid and health emergencies including basic first aid supplies accessible on site
 - k. Written evacuation plan for emergencies, i.e., Fire, Earthquake.
 - l. Organizational Chart depicting CONTRACTOR reporting structure and contact information for CONTRACTOR management personnel to be called for different types of problems, i.e., facilities, client behavior, emergency, etc.
 - m. Shelter staff position descriptions, responsibilities, and expectations
 - n. Information on required Service Principles as indicated in this contract
 - o. Information on connections to mainstream services, referral, and priority eligibility
4. CONTRACTOR shall ensure its staff can readily access Shelter Program Policies and Procedures for consistency and clarity in conducting contracted services.
 5. CONTRACTOR shall maintain a healthy environment.
 - a. CONTRACTOR shall refer any participant with a suspected or known infectious disease to the Homeless Persons Health Project (866-731-HPHP).
 - b. CONTRACTOR shall immediately notify City of any incidents that resulted in a call to 911, including the nature of the call and the outcome of the incident by contacting Megan Bunch – mbunch@cityofsantacruz.com or (831) 420-5093.
 6. CONTRACTOR shall utilize identified systems for data collection and reporting, as well as participant and program assessment and evaluation. Systems shall be approved by the Director, and reports from the system shall be provided to the CITY upon request.

7. CONTRACTOR shall take necessary steps to ensure participants do not create or their conduct constitute a nuisance in the immediate vicinity of the site.
8. CONTRACTOR shall ensure that pets of participants adhere to the established shelter pet policy.
9. Upon expiration or termination of this AGREEMENT, CONTRACTOR shall remove all decorations, display, signs, or equipment from the site.

PERSONNEL & SITE SUPERVISION

1. CONTRACTOR shall recruit, hire, and maintain minimum staffing levels as specified in “**Exhibit B– Budget**” at a skill set sufficient to perform all the duties required to work with referred or identify potentially eligible participants and ensure the following are accomplished:
 - Assessment of all safe parking applicants
 - Safe parking participants’ entrance to and exit from the program happen in a coordinated manner
 - Appropriate oversight of safe parking operations to ensure the health and safety of participants and staff
2. CONTRACTOR shall ensure all paid and volunteer staff are instructed on CONTRACTOR’s shelter policies and procedures, and that a policy and procedures manual is available on site.

CONNECTION TO ADDITIONAL SERVICES

1. CONTRACTOR shall ensure all participants receive an intake assessment, and that information on participants is entered into HMIS.
2. CONTRACTOR shall refer and link participants with appropriate community-based resources and programs to meet needs identified during the intake and assessment process. CONTRACTOR shall work to ensure participants attain resources to which they were referred by program staff.
3. CONTRACTOR shall ensure that participants receive transportation linkage and referral assistance when necessary to obtain appropriate community resources and support.
 - To assist participants with disabilities to access transportation assistance, CONTRACTOR shall contact The Lift Line (<https://communitybridges.org/liftline/>) for disabled transportation assistance services or a similar free transportation service.

SYSTEMS FOR DATA COLLECTION

CONTRACTOR shall utilize the following approved systems for data collection and reporting, as well as participant and program assessment and evaluation.

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

1. CONTRACTOR shall utilize HMIS as the agreed upon collaborative system for program and participant data collection and reporting.

2. CONTRACTOR shall complete HMIS data entry for each participant that includes information sharing authorization, new client entry if needed, program intake assessment, participant update information, participant referral information, and participant exit information.

REFERRALS, ELIGIBILITY AND PRIORITY CRITERIA

BASIC REFERRAL CRITERIA

1. CONTRACTOR shall accept referrals of participants from the City. With consent from the City, Contractor may also accept referrals from the Coordinated Entry System (CES) or from County agencies in the event there are available beds.
2. CONTRACTOR shall ensure that all participants are provided information about the Homeward Bound program and offered Homeward Bound as a diversion option at program intake.

BASIC ELIGIBILITY CRITERIA FOR SHELTER SERVICES

The basic eligibility for entry into the program, as established by City, is that participants are living in their vehicles while experiencing homelessness (literally homeless, unsheltered other than vehicle).

REPORTING AND COORDINATION REQUIREMENTS

1. CONTRACTOR shall immediately notify CITY of any significant issues with program participants; time is of the essence. Significant issues include but are not limited to disciplinary or safety issues that impact participants' shelter stay.
2. Training: CONTRACTOR shall ensure that personnel listed under "**Exhibit B – Budget**" are appropriately trained in Housing First, HMIS, Coordinated Entry, Trauma Informed Care, Harm Reduction, to facilitate their ability to utilize evidence-based Housing First and other best practices.

INVOICES

1. CONTRACTOR shall provide monthly invoices, using a template provided by the CITY, to document services costs based on the budget detailed in this scope of work and the attached **Exhibit B - Budget** document.
2. Monthly invoices shall be submitted via email to CITY authorized staff (Larry Imwalle, limwalle@santacruzca.gov) within 10 calendar days following the end of the month in which the services were provided.

BACK UP DOCUMENTATION AND REPORTING

1. CONTRACTOR shall provide required backup documentation on monthly contracted activities along with monthly invoices when submitted.
2. CONTRACTOR shall utilize the HMIS to enter, track and measure data on each participating individual, based on the Performance Measurement outcomes stated in this scope of work.
3. CONTRACTOR shall utilize monthly reports and other reports as needed, to enter, track and measure data not already captured within HMIS, based on the Performance Measurement outcomes stated in this scope of work.
4. CONTRACTOR is responsible for providing monthly reports, by the 15th of the subsequent month, to include:

- Census of participants (number of new and returning, and days of stay)
- Participant demographics (age, gender, race & ethnicity)
- Location of last permanent housing (City, zip code)
- Identified needs
- Bed capacity/utilization (with specifics for “overnight reservation” beds)
- Staffing capacity
- Number of participants exiting the program and reason for exiting
- County services (and non-profit organization) that have provided services onsite
- List of incident reports (if any)

SCOPE OF WORK OR BUDGET MODIFICATION

1. Changes to the budget, including transfers between budget categories within a specific fiscal year may be made only through a budget modification, which must be requested to the CITY in writing by the CONTRACTOR in advance of the modification, providing the transfer is less than 30% (cumulative), is within a single budget suffix of the approved budget, and is within the total original fiscal year budget.
2. Budget modification requests must be received no later than May 15th of the fiscal year in which the budget modification is applicable and must have prior approval by CITY authorized staff to be approved.

ADDITIONAL TERMS AND CONDITIONS

1. Corrective Action: CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to submit a brief Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract.
2. Federal Funding: CONTRACTOR certifies they are not suspended, debarred, or proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
3. Uninterrupted Provision of Services: In order to maintain uninterrupted services under this agreement, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services is maintained, which includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff must be replaced within 90 days of the start of staffing vacancies.
4. Notification of Personnel Changes: In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., program manager or assistant program manager), the CONTRACTOR shall report changes to the CITY within 10 business days of occurrence.
5. Instruction: The CONTRACTOR shall provide this Scope of Work to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this

agreement. The CONTRACTOR will train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.

6. **Publicity and Outreach:** The CONTRACTOR agrees to obtain CITY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. The CONTRACTOR shall ensure that the CITY logo and name are included on all contracted program marketing materials and will obtain these directly from CITY authorized staff for approved uses.
7. **Media Inquiries:** Should the CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR shall notify the Homelessness Communication Specialist of the inquiry, at soki@cityofsantacruz.com or at 831-420-5059. Press/media must also be referred directly to the Communications Specialist for additional information.

EXHIBIT B: FEE SCHEDULE

The total amount payable under this agreement shall not exceed \$430,161.60.

Program participants will vary due to a number of factors. This variation in Program participation will impact the costs associated with Program operations. The approved Program budget (below) is based on maximum participation of 20 vehicles. Should participation be lower, the Program costs, and therefore, Contractor invoices, will also be lower. It is therefore necessary that the Contractor provide accurate monthly reports and invoice monthly based on the associated costs incurred.

Contractor will invoice the City on or before the 15th of each month. Monthly invoices should include the following information and costs:

- Average number of Program participants for the invoicing month
- Payroll costs with staff levels/house for the invoicing month
- Supply costs with list of supplies purchased to support the Program during the invoicing month

Budget

July 2023-June 2024	FTE	\$/Hr	Monthly	Annual
Site staff	0.35	22	1,334.67	16,016.00
Case Manager	1.00	30	5,200.00	62,400.00
Director	1.00	36	6,240.00	74,880.00
Housing Nav	0.60	28	2,912.00	34,944.00
Program Manager/Site M	1.00	36	6,240.00	74,880.00
Subtotal Staffing			21,926.67	263,120.00
Benefits & Payroll	30%		6,578.00	78,936.00
Total Salaries & Benefits			28,504.67	342,056.00
Supplies & first aid kits			650.00	7,800.00
Towing			600.00	7,200.00
Computers, Tablets & Accessories			583.33	7,000.00
Training			333.33	4,000.00
Insurance			250.00	3,000.00
Facilities Total			2,416.67	29,000.00
Discretionary Fund			1,666.67	20,000.00
Subtotal			32,588.00	391,056.00
Agency Fee (10%)			3,258.80	39,105.60
Grand Total			35,846.80	430,161.60
Per active household			2,389.79	28,677.44
Per active household per day				78.57
Active Households				15

EXHIBIT C: INSURANCE REQUIREMENTS

Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property and otherwise which may arise from or in connection with the performance of the work under this Agreement and the results of that work by Consultant, its agents, representatives, employees, or subcontractors.

A. CERTIFICATE REQUIREMENTS

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 1200 Pacific Ave., Suite 290, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the City, unless a longer duration is required as specified below.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown below, the City of Santa Cruz requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL):** \$2,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE
Proof of coverage for \$2 Million per occurrence and \$2 Million in the aggregate including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL.
- **AUTOMOBILE LIABILITY:**
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE:** \$1,000,000 per accident for bodily injury or disease.
The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

(Not required if Consultant provides written verification it has no employees) - If Consultant has no employees, Consultant shall complete and sign a [Workers' Compensation Exemption Declaration and Release of Liability](#).

C. OTHER INSURANCE PROVISIONS

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**
The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations, products and completed operations. General liability coverage will be provided in the form of an **endorsement** to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- **PRIMARY COVERAGE**
For any claims related to this Agreement, Consultant's and all subcontractor's insurance coverage will be **primary and non-contributory** as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Consultant's and all subcontractor's insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- **WAIVER OF SUBROGATION**
Consultant hereby grants to the City a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**
Consultant may use excess liability/umbrella policies to meet the required liability limits on the condition that they provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The excess liability/umbrella insurance policies shall be provided on a true "**following form**" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.
- **DURATION OF COVERAGE**
CGL & Excess Liability/Umbrella policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- **SELF-INSURED RETENTIONS (SIR)**
Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
 - **ACCEPTABILITY OF INSURERS**
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
 - **CLAIMS MADE POLICIES**
If any of the required policies provide coverage on a claims-made basis:
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.
 - **VERIFICATION OF COVERAGE**
Consultant will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy (and CPL, automobile, and any Excess Liability/Umbrella policies, as applicable) listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- D. SUBCONTRACTORS**
Consultant shall include their subcontractor(s) as additional insured(s) under the policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. Consultant shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are named as additional insureds on insurance required from its contractor(s) and subcontractor(s).
- E. SPECIAL RISKS/CIRCUMSTANCES**
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Consultant.



City Council AGENDA REPORT

DATE: 06/06/2023

AGENDA OF: 06/27/2023

DEPARTMENT: City Council

SUBJECT: Designation of Voting Delegate and Alternate to Attend the League of California Cities (LOCC) Annual Conference Being Held in Sacramento September 20 - 22, 2023 (CN)

RECOMMENDATION: Motion to designate Vice Mayor Golder as the voting delegate, and Councilmember Brunner as the alternate, in the event that Vice Mayor Golder is unavailable, to attend the League of California Cities Annual Conference in Sacramento.

BACKGROUND: None.

DISCUSSION: This year's League of California Cities (LOCC) Annual Conference is scheduled for Wednesday, September 20, 2023 through Friday, September 22, 2023 in Sacramento.

One very important aspect of the conference is the session to consider and take action on conference resolutions. This session is scheduled for Friday, September 22. Annual conference resolutions guide cities and the LOCC in their efforts to improve the quality, responsiveness, and vitality of local government in California. It is therefore important that all cities be represented. Although each member city has a right to cast one vote, at this time, the LOCC has asked that each city council designate a voting delegate and up to two alternates in the event that the voting delegate is unavailable so that proper records may be established.

FISCAL IMPACT: Funds have been budgeted to pay for City Council meeting/travel expenses.

Prepared By:
Bonnie Bush
City Clerk

Submitted By:
Fred Keeley
Mayor

ATTACHMENTS:

1. LEAGUE OF CALIFORNIA CITIES LETTER DATED JUNE 21, 2023.PDF



Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

**2023 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____ Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by



voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/13/2023

DEPARTMENT: Economic Development and Housing

SUBJECT: First Amendment to Graffiti Abatement Services Agreement with Graffiti Protective Coatings, Inc. (ED)

RECOMMENDATION: Authorize the City Manager to execute the First Amendment to Graffiti Abatement Services Agreement, and any amendments thereto, in a form approved by the City Attorney, with Graffiti Protective Coatings, Inc., increasing the not to exceed amount from \$125,000 to \$147,000 for FY 2023 and extending service through FY 2024 in an amount of \$147,688.

BACKGROUND: In 2003 the Redevelopment Agency established a graffiti abatement program using volunteers and a private contractor to remove graffiti. Over the years, the number of graffiti removal reports increased and it became more cost efficient to contract for graffiti abatement services. Since 2006, Economic Development and Housing, Parks and Recreation, Public Works, and the Water Departments have contributed funds for graffiti removal services. In April 2022, the Economic Development and Housing Department solicited bids for a graffiti abatement services contract and received one proposal from Graffiti Protective Coatings, Inc. (GPC). In June 2022, Council awarded the contract to GPC for a one-year term, with the option to renew the Agreement for two (2) additional (1) year periods.

DISCUSSION: GPC has been the City's abatement contractor for over ten years and has provided excellent graffiti abatement services. They remove graffiti and restore surfaces to their original condition. When paint is used for removal, they provide a 99% paint color match. For each tag, GPC provides before and after photos that show their quality of work. From July 2022 to May 2023, GPC has responded to over 4,500 tags. This is an increase of over 10% from last fiscal year. To cover the remainder of FY 2023, staff recommends executing an amendment to the FY 2023 agreement, increasing the not to exceed amount from \$125,000 to \$147,000.

Additionally, based on GPC's exceptional work, staff recommends exercising the option to renew the agreement for a one-year term through FY 2024, in an amount not to exceed \$147,688. This cost is based on the estimated number of graffiti removal work orders and the annual percentage change in the Consumer Price Index, as described in the original agreement.

FISCAL IMPACT: Economic Development and Housing, Parks and Recreation, Public Works, and Water Departments have included funds for graffiti abatement services in the FY 2023 and FY 2024 budgets.

Prepared By:
Jennifer Shelton
Principal Management
Analyst

Submitted By:
Bonnie Lipscomb
Director of Economic
Development and Housing

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. FIRST AMENDMENT FOR GRAFFITI ABATEMENT SERVICES.PDF

First Amendment to Graffiti Abatement Services Agreement

FIRST AMENDMENT TO GRAFFITI ABATEMENT SERVICES AGREEMENT

THIS FIRST AMENDMENT (“First Amendment”), effective as of June 30, 2023, to the Graffiti Abatement Services Agreement (“Agreement”) dated July 1, 2022, is made by and between the CITY OF SANTA CRUZ (“City”) and Graffiti Protective Coatings, Inc. (“Contractor”). City and Contractor may be referred to individually as a “Party,” and collectively, as the “Parties.”

RECITALS

WHEREAS, the Parties agree to revise the prior budget in the Agreement for Fiscal Year (FY) 2023 by entering into this First Amendment to the Agreement;

WHEREAS, Section “IV. SCHEDULE FOR COMPLETION” (“Section IV”) of the Agreement allows the City to extend the term of the Agreement by exercising an option to renew the Agreement for two (2) additional one (1) year periods under the same contractual terms and conditions of the Agreement, except for any applicable adjustment to the cost of services, and as otherwise agreed to by the parties;

WHEREAS, City and Contractor wish to renew the terms and conditions of the Agreement for one (1) additional, one (1) year period for FY 2024, pursuant to Section IV of the Agreement, by entering into this First Amendment to the Agreement;

WHEREAS, City and Contractor also wish to adjust the cost of services of the Agreement for the renewal period, FY 2024, by entering into this First Amendment to the Agreement;

WHEREAS, City and Contractor wish to revise the scope of work of the Agreement for FY 2024, by entering into this First Amendment to the Agreement.

NOW, THEREFORE, it is agreed between the Parties to incorporate the above Recitals hereto, and that the Agreement is hereby amended as follows:

1. Amendment of FY 2023 Budget. The Parties agree to revise the total cost of services in Section III. Compensation of the Agreement entered into July 1, 2022. The new total cost of services shall not exceed the budget amount of \$147,000.00.

2. Amendment of Initial Term: Renewal for FY 2024. The Parties agree to renew the term of the Agreement for one additional year for FY 2024, effective on June 30, 2023, leaving one remaining option to renew the Agreement for another one year period. As such, the Parties hereby amend and restate Section IV of the Agreement in its entirety to read as follows:

“IV. SCHEDULE FOR COMPLETION

The term of this Agreement shall be on the effective date of this Agreement and terminating on June 30, 2024. The City may extend the term of the Agreement by exercising an option to renew the Agreement for one (1) additional one (1) year period under the same contractual terms and conditions, except for any applicable adjustment to the cost of services as set forth above, and as otherwise agreed to by the parties. Contractor shall begin work upon notice from the City.”

First Amendment to Graffiti Abatement Services Agreement

3. Amendment of Cost of Services for FY 2024. The Parties hereby amend the cost of services as stated in Section III. Compensation of the Agreement, which allows the cost of services for any renewal of the Agreement to be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) for San Francisco-Oakland-Hayward CA for the prior twelve month period based on the CPI-U published in April of the same year as the effective date of the renewed term.

The first two sentences in the first paragraph of this Section III. Compensation shall thus be amended and replaced with the following:

“The cost of said services shall not exceed \$32.66 per location per 300 square foot area for surfaces using the same cleaning method and graffiti removal including reimbursables, based upon the scope of work set forth in Exhibit A with a minimum daily charge of \$245.38 if Contractor is required on any given day when dispatched by the City. If there are two or more work orders within a 300 square foot area that require different cleaning methods, they may be invoiced as separate charges. The total costs of services will not exceed \$147,688.00 for the term of this Agreement.”

4. Amendment of Scope of Work for FY2024. The Parties hereby amend Exhibit A Scope of Work of the Agreement to add the following under the list for which “Contractor will remove graffiti for City departments, including by not limited to the following:

“Water – water equipment and property in water service areas located outside the City of Santa Cruz”

“Contractor may have up to one user account on City’s Community Request for Services Portal (CRSP) application to review daily graffiti abatement work. Contractor may review graffiti reports and be able to access or transfer data required to log work orders daily which includes address, picture(s), and written description of reported graffiti, and property type (e.g. public, private, unknown). Contractor is responsible for updating the status of work orders in CRSP to “Completed” when graffiti has been removed, or “Unable to be Completed” when the Contractor is unable to remove graffiti, uploading “before and after” photos, and adding notes, as CRSP allows. City may provide Contractor the option to connect through an application programming interface (API) to City’s CRSP system, to meet above requirement, while following and maintaining the City’s data security protocols. If City does not provide an API option, it does not eliminate the Contractor’s responsibilities to meet the above requirements.”

5. No Other Changes. Except as otherwise amended by this First Amendment, all other applicable terms and conditions of the original Agreement and attachments shall remain in full force and effect. The terms of this First Amendment shall control if any conflict exists.

6. Contract Interpretation. Each party acknowledges that it has reviewed this First Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this First Amendment.

7. Severability. The unenforceability, invalidity or illegality of any provision(s) of this First Amendment shall not render the other provisions unenforceable, invalid or illegal.

First Amendment to Graffiti Abatement Services Agreement

8. Counterparts. The Parties may execute this First Amendment in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

9. Warranty of Authority. The signatories to this First Amendment warrant and represent that each is authorized to execute this First Amendment and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this First Amendment.

IN WITNESS WHEREOF, the City and Contractor have executed this First Amendment effective as of the date first written above.

Approved As To Form:	
By: <u><i>Barbara H. Choi</i></u>	Date: <u>6-08-2023</u>
Office of City Attorney	

CONTRACTOR - GRAFFITI PROTECTIVE COATINGS, INC.	
By: _____	Date: _____
Printed: _____	Title: _____
By: _____	Date: _____
Printed: _____	Title: _____

CITY OF SANTA CRUZ	
By: _____	Date: _____
Matt Huffaker, City Manager	

Signature Requirements for Business Entity:
Corporation - 2 officer signatures required (one from each group, unless person signing holds officer positions in both Group 1 and 2):
- Group 1: Chief Executive Officer, Chairman of the Board, President, or Vice President
- Group 2: Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, Assistant Treasurer



City Council AGENDA REPORT

DATE: 06/07/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Finance

SUBJECT: Proposition 4 Appropriations Limit Adjustment Factors (FN)

RECOMMENDATION: Resolution approving the selection of the annual adjustment factors to be utilized in the calculation of the City's Proposition 4 Appropriations Limit based on the adopted budget for FY 2024, with amendments thereto, if any.

BACKGROUND: In 1979, the voters of California approved Proposition 4, also known as the GANN Initiative. This initiative, now Article XIII B of the State Constitution, was drafted as a companion measure to Proposition 13, which is Article XIII A of the Constitution. Basically, Article XIII B establishes a limit on annual appropriations, or spending limit, for all governmental entities in the State of California.

To comply with Article XIII B, the City Council is required to select the adjustment factors in both price and population to be used in making the actual calculation of the Appropriations Limit. The Appropriation Limit is determined by multiplying the limit for the prior year by either the percentage change in (a) per capita personal income or (b) non-residential new construction assessed value, and then multiplying the figure resulting from this step by either the percentage change in (a) City population or (b) County population. That figure then becomes the Appropriations Limit for the new fiscal year. The appropriations subject to the limit are those General Fund expenditures that are funded by general taxes. Pursuant to government Code Section 37200, the Appropriations Limit and the total Appropriations Subject to limitation must be published in the annual budget.

DISCUSSION: The City Council is being asked at this time to approve the selection of the adjustment factors that will be used to prepare the appropriations limit calculation. As noted above, the two factors to be selected fall into the categories of price and population. Staff recommends the selection of the change in California per capita personal income (4.44%) for the price category and the selection of the change in City population (-0.4%) for the population category as the adjustment factors, because these selections will maximize the Appropriations Limit and provide the City with a higher ceiling for adopting future City budgets.

Using these factors, and as shown on the attached schedule, the appropriations limit is calculated to be \$199,169,061. The City's spending level is well below this limit.

FISCAL IMPACT: There is no fiscal impact to any city funds. Calculation is required to show that the portion of the City's adopted budget which is subject to the limit does not exceed the

Appropriations Limit under Proposition 4. The City's appropriations that are subject to the limit are approximately \$104.6 million below the limit for FY 2024.

Prepared By:
Emily Burton
Management Analyst

Submitted By:
Elizabeth Cabell
Finance Director

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. RESOLUTION.DOCX
2. FY 2024 COMPUTATION OF APPROPRIATIONS LIMIT.PDF
3. DETERMINATION OF PROCEEDS OF TAXES.PDF

RESOLUTION NO. NS-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ APPROVING
THE SELECTION OF THE ANNUAL ADJUSTMENT FACTORS USED IN THE
CALCULATION OF THE CITY'S PROPOSITION 4 APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2024

WHEREAS, Proposition 111 requires a recorded vote by the Council regarding which annual adjustment factors will be used in the City's calculation of the Proposition 4 limitation beginning with budget year 1990-91;

WHEREAS, it is in the City's best interest to select the factors with the largest increase;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Cruz that it hereby selects the 4.44% increase in California per capita personal income for the price factor and selects the City of Santa Cruz population growth of -0.4% for the population factor to be used as the annual adjustment factors in the calculation of the City's Proposition 4 Appropriations Limit for Fiscal Year 2024.

PASSED AND ADOPTED this 27th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator

**CITY OF SANTA CRUZ
 APPROPRIATIONS SPENDING LIMIT
 PROP 4 - GANN LIMIT
 BASED ON 2024 ADOPTED BUDGET**

Calculation of Spending Limit

Last Year's Appropriations Limit (FY 2022-23) \$ 191,467,841

Adjustment Factors:

A. Change in Population - City	0.996000	
B. Change in California per Capita Personal Income	1.044400	
	1.04022	A times B

Total Adjustment Percentage (A times B) 4.0222%

Total Adjustment Dollars 7,701,220

New Appropriations Limit For Fiscal Year 2022-23 \$ 199,169,061

Appropriations Compared To Limit

Projected Proceeds From Taxes \$ 96,985,845

Less: Federal Mandates	\$ 1,254,502	
Qualified Capital Outlays	-	
Debt Service Appropriations	1,130,735	
Total Exclusions	2,385,237	

Appropriations Subject to Limit For Fiscal Year 2023-24 94,600,608

Appropriations Limit For Fiscal Year 2023-24 199,169,061

Amount Over / (Under) Appropriations Limit \$ (104,568,453)

**CITY OF SANTA CRUZ
CALCULATION OF PROCEEDS OF TAXES
PROP 4 - GANN LIMIT
BASED ON 2024 ADOPTED BUDGET**

Determination of Proceeds of Taxes

	<u>Proceeds of Taxes</u>	<u>Non-Proceeds of Taxes</u>	<u>Total</u>
General Fund Taxes			
Property Taxes	\$ 27,144,527	\$ -	\$ 27,144,527
Sales and Use Taxes	27,874,000	-	27,874,000
Business License Taxes	948,200	-	948,200
Franchise Taxes	4,375,900	-	4,375,900
Utility Users' Tax	12,493,500	-	12,493,500
Transient Occupancy Tax	12,943,498	-	12,943,498
Admissions Tax	2,388,200	-	2,388,200
Cannibas Tax	2,092,500	-	2,092,500
Property Transfer Tax	296,100	-	296,100
Parking Lot Tax	710,700	-	710,700
CRM Assessment	220,000	-	220,000
General Fund License & Permits			
Construction Permits	-	936,000	936,000
Other Licenses and Permits	-	550,200	550,200
General Fund Intergovernmental			
Federal	-	94,550	94,550
State - Homeowner's Property Tax Relief	80,000	-	80,000
State - Measure D SCCRTC	-	34,000	34,000
State - Motor Vehicle In-Lieu	75,000	-	75,000
State - Other	-	205,000	205,000
Local	-	30,000	30,000
General Fund Charges for Services			
General Government	-	1,678,550	1,678,550
Public Safety	-	5,873,615	5,873,615
Culture and Recreation	-	4,466,687	4,466,687
Public Works	-	2,004,300	2,004,300
Community and Economic Development	-	33,000	33,000
Library	-	551,533	551,533
Interfund Charges	-	18,196,365	18,196,365
Miscellaneous Charges for Services	-	800	800
General Fund Other Revenues:			
Fines and Forfeits	-	1,183,600	1,183,600
Rents and Royalties	-	6,516,271	6,516,271
Contributions and Donations	-	16,450	16,450
Other Miscellaneous Revenues	-	517,185	517,185
Interfund Transfers In	-	1,355,604	1,355,604
Proceeds of Asset Dispositions	-	1,500	1,500
Loan Principal Receipts	-	34,359	34,359
Other Funds Revenue			
State Highway Funds - Gas Tax	-	3,014,467	3,014,467
State Highway Funds - Measure D City	1,587,401	-	1,587,401
Housing and Community Development Funds	-	2,316,720	2,316,720
Other Special Revenue Funds	635,000	1,200,000	1,835,000
Capital Projects Funds	1,955,611	43,084,000	45,039,611
Debt Service Funds	-	911,441	911,441
SUB-TOTAL	<u>96,335,137</u>	<u>95,485,331</u>	<u>191,820,468</u>
Interest Earnings	650,708	677,810	1,328,518
GRAND TOTAL	<u>\$ 96,985,845</u>	<u>\$ 96,163,141</u>	<u>\$ 193,148,986</u>



City Council AGENDA REPORT

DATE: 06/07/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Finance

SUBJECT: Award Contract for Safety Footwear (FN)

RECOMMENDATION: Motion to:

- 1) Award a contract for citywide purchases for safety footwear to Beck's Shoes, Inc., Campbell, California for a 3-year term; and
 - 2) Authorize the City Manager to execute the agreement, in a form approved by the City Attorney, and any amendments within the approved operating budget.
-

BACKGROUND: Safety footwear (shoes and boots) are an essential uniform component used to support multiple staff members in various departments citywide. City departmental operations requires a vendor that is convenient for staff and also allows for the quick and efficient replacement of safety footwear as required. In alignment with best procurement practices and the City's purchasing procedures, staff is able to use a cooperative agreement contract between County of Santa Clara and Beck's Shoes, Inc to provide safety footwear at fair and reasonable pricing.

DISCUSSION: The City provides safety footwear for employees working in jobs that require wearing them for work-related purposes.

Section 3.08.170 of the Municipal Ordinance allows the City to utilize cooperative purchasing agreements when is in the best interest of the City to do so. A cooperative purchasing agreement results from a procurement process, that is compliant with state statutes and formal procurement methods and is completed by a consortium or a single agency that is authorized for use by other government agencies. The use of a cooperative purchasing agreement results in cost savings of time, money and resources for the City. The County of Santa Clara conducted an invitation for bids and awarded the contract to Beck's Shoes, Inc. on April 7, 2023 as the most responsive and cost-effective proposal.

FISCAL IMPACT: The City spent approximately \$80,000 on safety footwear, purchased through two vendors during 2022. Funds for safety footwear are budgeted in the FY 2024 operating budget.

Prepared By:
Emmanuel Fluker
Buyer II

Submitted By:
Elizabeth Cabell
Finance Director

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:
None.



City Council AGENDA REPORT

DATE: 06/02/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Finance

SUBJECT: Pass-Through Agreement with Volunteer Center of Santa Cruz County -
TDA Claimant (FN)

RECOMMENDATION: Motion to:

1) Authorize and direct the City Manager to execute an agreement, in a form approved by the City Attorney, with Volunteer Center of Santa Cruz County, allowing the City to act as claimant for funds obtained from the Santa Cruz County Regional Transportation Commission (SCCRTC) for FY 2024; and

2) Authorize funding amount of \$104,234 for FY 2024.

BACKGROUND: The Volunteer Center of Santa Cruz County relies on funding from the SCCRTC to support its programs. The City annually serves as a pass-through agent between the Volunteer Center and the SCCRTC. Accordingly, the Volunteer Center is again requesting that the City act as claimant for funds for the coming FY 2024. Since the Volunteer Center is unable to act as claimant for itself, it must request that an outside entity perform this service.

DISCUSSION: The Santa Cruz County Regional Transportation Commission has budgeted \$104,234 for fiscal year 2024, which is typically disbursed in one lump-sum payment. Please see Exhibits A, Program Description/Scope of Work; B, TDA FY 2024 Budget; C, Volunteer Center Letter of Request; D, SCCRTC Volunteer Center Resolution; and E, SCCRTC Apportionment Schedule.

As noted in the SCCRTC Apportionment Schedule, the SCCRTC has granted funding to Volunteer Center for \$104,234 for FY 2024.

The City contract stipulates in Item 2 that the City will make the payment to the Volunteer Center based on the amount received from the SCCRTC in each fiscal year. In addition, SCCRTC bylaws language stipulate that changes may occur in funding amounts, as needed, during the course of a fiscal year.

FISCAL IMPACT: The City of Santa Cruz will serve as a pass-through agent. The only impact to the City is staff time to act as the pass-through agent.

Prepared By:
Nicholas Gong
Senior Accountant

Submitted By:
Elizabeth Cabell
Finance Director

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. AGREEMENT - VOLUNTEER CENTER.PDF
2. EXHIBITS A - E.PDF

AGREEMENT

The **CITY OF SANTA CRUZ**, hereinafter referred to as "CITY," and **VOLUNTEER CENTER OF SANTA CRUZ COUNTY**, hereinafter referred to as "CONTRACTOR," hereby agree as follows:

1. CONTRACTOR shall provide during the term of this Agreement the services described in the Program Description, Scope of Work, attached as Exhibit A.

2. In consideration of such services, CITY shall pay CONTRACTOR on the basis of appropriate claims submitted to the City Director of Finance in accordance with Exhibit B (Budget). In no event shall the maximum payment made by CITY to CONTRACTOR under this Agreement exceed the amount received from the Santa Cruz County Regional Transportation Commission ("SCCRTC") for the period of July 1, 2023 through June 30, 2024.

3. In accordance with Exhibit B (Budget), CONTRACTOR shall be permitted to make transfers within the categories of "Services and Supplies" and "Fixed Assets" of the TDA Budget unless they exceed 10% of the category total. Transfers within the "Salaries and Benefits" category may also be made by the CONTRACTOR unless they involve changes in the number and salary of positions or exceed 10% of the category total. Transfers between the categories of "Salaries and Benefits," "Services and Supplies," and "Fixed Assets" may be made by CONTRACTOR unless they exceed 10% of either category total involved. Any changes in the above-noted budget categories of more than ten percent (10%) of the entire category shall require a budget amendment and approval of the SCCRTC Executive Director.

4. CONTRACTOR may receive, in accordance with Program Description/Scope of Work (Exhibit A, Letter F. Claims), one annual advance payment.

5. CONTRACTOR shall submit evidence of incorporation by the State of California to the City Director of Finance no later than July 1, 2023. Payments to CONTRACTOR after that date will not be made if Evidence of Incorporation has not been submitted. If Evidence of Incorporation is already on file with the Finance Department, there is no need to resubmit evidence each year.

6. CONTRACTOR shall submit quarterly reports to CITY & SCCRTC as specified in Exhibit A, Letter D, and such additional reports as may be requested by CITY & SCCRTC, describing work progress in carrying out the approved program under this Agreement, expenditures of funds, and any difficulties in meeting program objectives.

7. CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this Agreement. Fiscal records shall be designated by the City Director of Finance. These records will be made available to CITY & SCCRTC or any authorized representatives thereof, and CONTRACTOR shall retain records for four years after the expiration of this agreement unless permission to destroy them is granted by CITY & SCCRTC. CONTRACTOR agrees to make all fiscal and necessary records available to the City Director of Finance upon his or her request, for the purpose of an audit and for verifying CONTRACTOR'S compliance with the terms of this Agreement.

8. The Board of Directors of CONTRACTOR shall be vested with responsibility for administration of the program to be conducted under this Agreement, and it is agreed that CONTRACTOR is an independent contractor under this Agreement.

9. CONTRACTOR agrees to indemnify, defend and hold harmless the CITY & SCCRTC, their officers, employees and agents from and against any and all claims, demands, costs, liability and actions arising out of the activities or premises of CONTRACTOR.

10. CONTRACTOR shall maintain, during the entire term of the Agreement, comprehensive general liability and comprehensive automobile liability insurance. Such insurance shall be in an amount not less than one million dollars per occurrence combined single limit. The comprehensive automobile liability insurance shall include coverage of non-owned automobiles. The comprehensive general liability insurance shall include full personal injury coverage and shall include contractual liability coverage sufficient to meet liability arising out of this contract and the hold harmless clause herein. All such insurance shall have the CITY & SCCRTC as additional insured and shall not be subject to cancellation, reduction in coverage or refusal to renew with less than thirty (30) days advance written notice to the CITY & SCCRTC. CONTRACTOR shall submit to the City Director of Finance a certificate of such insurance.

11. CONTRACTOR shall maintain worker's compensation insurance in conformance with the worker's compensation laws of the State of California during the term of this contract. CONTRACTOR shall submit to the City Director of Finance a certificate of such insurance.

12. CONTRACTOR will not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment in the performance of this Agreement because of color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, medical condition, or any other non-merit factor unrelated to job performance. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, medical condition, or any other non-merit factor unrelated to job performance. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13. No person shall, on the grounds of color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry or medical condition, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this Agreement.

14. None of the funds, materials, property or services contributed by CITY or CONTRACTOR under this agreement shall be used in the performance of any functions other than those described in Exhibit A, as proper program functions.

15. There shall be no religious worship, instruction or proselytization as part of or in connection with the performance of this Agreement.

16. CONTRACTOR shall comply with all applicable laws, ordinances and codes of the federal, state and local government.

17. CONTRACTOR shall not assign this Agreement without prior written consent of CITY & SCCRTC.

18. This instrument contains all of the agreements, understandings, representations, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing.

19. This Agreement shall become effective as of July 1, 2023 and shall continue in effect through June 30, 2024, unless sooner terminated as provided in Paragraph 20. This Agreement may be similarly renewed in subsequent years.

20. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

CITY OF SANTA CRUZ

VOLUNTEER CENTER OF SANTA
CRUZ COUNTY

Matt Huffaker, City Manager



Karen Delaney, Executive Director

Dated: _____

Dated: 5/31/23

APPROVED AS TO FORM:



Anthony Condotti, City Attorney

Exhibit A
VOLUNTEER CENTER OF SANTA CRUZ COUNTY
1740 17th Avenue Santa Cruz, CA 95062 427-5070

PROGRAM DESCRIPTION/SCOPE OF WORK
VOLUNTEER CENTER'S TRANSPORTATION
PROGRAM Fiscal Year 2023-24

A. TARGET POPULATION

Older adults age 60+ and persons with disabilities who do not drive, may not be able to take METRO or LiftLine and who do not have the support of family or friends to drive them. In addition, those individuals who may be in need of a free transportation service.

B. SERVICE GOALS

Our goal is to provide 4,000 one-way trips to eligible clients. Participants will be limited to a maximum of two rides per week. Our priority for filling requests is as follows:

- 1st Priority Medical requests for target population.
- 2nd Priority Shopping requests for target population.
- 3rd Priority Other essential destinations that contribute to the overall health and well-being of the individual (for example: fall prevention classes)

These trips will be targeted for geographic distribution as follows:

	<u>Rides</u>	<u>% of Rides</u>	<u>#Clients</u>
Santa Cruz/Mid-County/Aptos/Capitola	2000	50%	100
San Lorenzo/Scotts Valley	1000	25%	50
Watsonville/ Freedom	1000	25%	50

In considering geographic distribution of services, our goal is to provide extra support in those areas which are outside the boundaries of Lifline services, or which receive limited Lifline service and have limited public transit services.

C. PROGRAM ACTIVITIES

1. The Volunteer Center will maintain volunteers Monday- Friday 10:00 a.m. to 2:00 p.m.
2. When possible, the Volunteer Center will refer those callers whose requests cannot be accommodated through our program to other programs such as Lifline and Metro.
3. The Volunteer Center will continue its intensive campaign to recruit new drivers
4. Volunteer Center staff will attend meetings of the E+ DTAC of the RTC.

Exhibit B

PROGRAM NAME:
FISCAL YEAR:
REVENUES

Volunteer Center Transportation
2023-2024 2022-2023

Budget Unit Name	Transportation	Transportation
Budget Unit Number	05	05
4000 PUBLIC SUPPORT DONATIONS	2,000	1,000
4008 Unallocated Funds		
4295 Transportation		
CURRENT YEAR CLAIM	104,234	108,813
TOTAL CURRENT YEAR REVENUES	106,234	109,813

HOURLY WAGES AND BENEFITS	76,460	76,070
6012 Auditing Expense	500	500
6018 Copies	175	350
6032 Equipment	380	500
6151 Background Checks	500	600
6039 Facility Maintenance	200	200
6040 Insurance, General	615	600
6042 Insurance, Volunteer	1,900	1,900
6050 Postage	350	500
6009 Recruitment/Marketing	1,750	3,000
6061 Rent	2,000	2,000
6078 Office Supplies	600	1200
6081 Computer Software & Fees	400	500
6098 Mileage, Volunteers	3,500	3,100
6100 Telecommunication	2,500	3,200
6125 Utilities	600	600
6150 Volunteer Recognition	375	750
6160 Admin Fees	14,529	15,243
TOTAL CURRENT EXPENSES	\$104,234.00	\$108,813.00

D. QUARTERLY REPORTS

**Volunteer Center of Santa Cruz Transportation Program TDA
Funding Quarterly Reports and Final Activities Report are due to the
Transportation Commission and the City of Santa Cruz according to
this schedule:**

**Quarterly Activities Report 1: October 25, 2023
Quarterly Activities Report 2: February 8, 2024
Quarterly Activities Report 3: April 26, 2024
Quarterly Activities Report 4: July 26, 2024**

The reports will contain the following information for each center and total:

- 1. Number of rides/deliveries provided**
- 2. Trip destinations**
- 3. Mileage claimed**
- 4. Estimated total mileage**
- 5. Average length of trip**
- 6. Number of unduplicated passengers**
- 7. Number of requests for service**
- 8. Number of turndowns**
- 9. Reason for turndowns**
- 10. Number of active volunteers**
- 11. Geographic distribution of clients**

E. INSURANCE

**Comprehensive auto and general liability insurance over and above that
held by the driver will be maintained by the Volunteer Center in the
amount of \$1,000,000 per occurrence.**

F. CLAIMS

One claim will be submitted for the 2023_2024 fiscal year.

Payment for the year: Annual Advance - July, 2023 \$104,234

Exhibit C



May 3, 2023

Nicholas Gong
Finance Department
1200 Pacific Ave. Suite 290
Santa Cruz CA 95060

Dear Nicholas,

This letter serves as our request that the City of Santa Cruz act as the Transportation Development Act (TDA) claimant for the Volunteer Center of Santa Cruz Transportation Program through the Santa Cruz County Regional Transportation Commission.

Our agency remains committed to serving the senior and disabled population of Santa Cruz County.

Please see Exhibit A to review Program Responsibilities/Scope of Work and Exhibit B to review our proposed Budget for fiscal year 2023-24.

Thank you for your continued support of the Volunteer Center Transportation Program.

Warm Regards,

Tara E. Ireland

Tara Ireland
Empowered Aging Division Manager
Volunteer Center of Santa Cruz County

Exhibit D.

RESOLUTION NO. 40-23

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of May 4, 2023
on the motion of Commissioner Alternate **Schiffrin**
duly seconded by Commissioner **Rotkin**

A RESOLUTION APPROVING THE FISCAL YEAR 2023-24 TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 8 CLAIM FROM THE VOLUNTEER CENTER FOR SPECIALIZED TRANSPORTATION SERVICES

WHEREAS the Transportation Development Act (TDA) of 1971 provides that an applicant may file an Article 8 claim for monies from the Local Transportation Fund;

WHEREAS the Regional Transportation Commission (RTC) has identified a process for TDA claims in their Rules and Regulations;

WHEREAS the Regional Transportation Commission, in adopting its FY 2023-24 TDA budget, has apportioned \$104,234 to be used by the Volunteer Center for administering the volunteer transportation program;

WHEREAS the Elderly & Disabled Transportation Advisory Committee, at its April 11, 2023 meeting, recommended that the Regional Transportation Commission approve this claim;

THEREFORE BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:

1. The FY 2023-24 Transportation Development Act (TDA) claim by the Volunteer Center fulfills the requirements specified in the Transportation Development Act and the Santa Cruz County Regional Transportation Commission's (RTC) Rules and Regulations and the RTC finds that:
 - a. The claim includes a proposed budget for the 2023-24 fiscal year;
 - b. The claim includes a statement of projected or estimated revenues and expenditures for the prior fiscal year;
 - c. The claim will fund specialized transportation services and respond to transportation needs not otherwise being met within the community; and
 - d. The proposed expenditure of the funds is consistent with the most current Regional Transportation Plan and Unmet Transit Needs list.
2. The City of Santa Cruz will act as a claimant on behalf of the Volunteer Center, for TDA Article 8 claims for specialized transportation programs and the FY 2023-24 claim is hereby approved in the amount of \$104,234 for fiscal year 2023-24 consisting of one payment in July of 2023.
3. Should the RTC amend its FY 2023-24 budget to modify TDA revenue apportionments to the Volunteer Center, the Executive Director is authorized to modify the payment amounts consistent with the RTC's approved FY 2023-24 budget.

AYES: COMMISSIONERS Pedersen, S. Brown, Johnson, Montesino, Hernandez, Koenig, McPherson, K. Brown, Rotkin, and Commissioner Alternates Schiffrin, Quinn, and Pageler

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS



Manu Koenig, Chair

ATTEST:



Guy Preston, Secretary

**Distribution: Community Bridges
RTC Fiscal**

Exhibit E

Apportionment Schedule	FY2022/23 Approved 11/3/22	FY2023/24 Proposed 3/9/23	Difference \$	Difference %	Note
Transportation Development Act (TDA):					
1 TDA Reserve Fund	174,187	211,800	37,613	21.59%	Some reserves to be used in FY 22-23 as revenues are below estimates for FY 22-23
2 RTC Reserve Fund	-	-	-	-	
3					
4 SCCRTC:					
5 Administration	858,287	752,360	(105,927)	-12.34%	FY 22-23 apportionments include surplus revenues from prior fiscal years; surplus revenues not anticipated for FY 23-24
6 Planning	738,155	647,054	(91,101)	-12.34%	
7	1,596,442	1,399,414	(197,028)	-12.34%	
8					
9 Bike to Work	72,000	72,000	-	0.00%	
10 Bike & Ped Safety (CTSC)	156,000	156,000	-	0.00%	
11	228,000	228,000	-	0.00%	
12					
13 Santa Cruz Metro	10,166,800	8,912,046	(1,254,755)	-12.34%	FY 22-23 apportionments include surplus revenues from prior fiscal years; surplus revenues not anticipated for FY 23-24
14 Spec Transit (CB/CTSA)	998,843	875,569	(123,274)	-12.34%	
15 Volunteer Center	118,910	104,234	(14,675)	-12.34%	
16 City of Capitola	23,436	19,532	(3,904)	-16.66%	Formula share for cities and county are based on the Department of Finance population estimates as of January 2022.
17 City of SC-Non Transit	130,423	127,782	(2,641)	-2.03%	
18 City of Scotts Valley	27,301	24,029	(3,272)	-11.98%	
19 City of Watsonville	119,298	101,047	(18,251)	-15.30%	
20 County of Santa Cruz	305,983	259,207	(46,776)	-15.29%	
21 Subtotal	11,890,993	10,423,445	(1,467,548)	-12.34%	
22 Total TDA Apportioned	13,889,622	12,262,659	(1,626,963)	-11.71%	



City Council AGENDA REPORT

DATE: 06/02/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Finance

SUBJECT: Pass-Through Agreement with Community Bridges/CTSA of Santa Cruz County - TDA Claimant (FN)

RECOMMENDATION: Motion to authorize and direct the City Manager to execute an agreement, in a form approved by the City Attorney, with Community Bridges/Consolidated Transportation Services Agency/State Transit Assistance (STA), allowing the City to act as claimant for funds obtained from the Santa Cruz County Regional Transportation Commission (SCCRTC) for FY 2024.

BACKGROUND: Community Bridges relies on funding from the SCCRTC to support its programs. The City annually serves as a pass-through agent between Community Bridges and the SCCRTC. Accordingly, Community Bridges is again requesting that the City act as claimant for funds for the coming FY 2024. Since Community Bridges is unable to act as claimant for itself, it must request that an outside entity perform this service.

DISCUSSION: The SCCRTC has budgeted \$875,569 for CTSA operations as well as \$267,177 in STA funding, which will each be disbursed in four installments during the fiscal year. Please see Community Bridges' Letter of Request and Exhibits A, Operating and Capital Budget; B, CTSA Five Year Capital Improvement Plan; C, Operating Plan; D, Schedule of Payments; E, Statement of Role and Responsibility; F, Reporting Period; G, Operating Statistics; H, Community Bridges Agency Board Resolution; and I, SCCRTC Apportionment Schedule.

The City contract stipulates in Item 2 that the City will make payments to Community Bridges for the amount received from the SCCRTC in each fiscal year. In addition, SCCRTC bylaws language stipulates that changes may occur in funding amounts, as needed, during the course of a fiscal year.

FISCAL IMPACT: The City of Santa Cruz will serve as a pass-through agent. The only impact on the City is staff time to serve as the pass-through agent and to submit an Annual State Controllers Transit Report in regards to acting as the pass-through agent.

Prepared By:
Nicholas Gong
Senior Accountant

Submitted By:
Elizabeth Cabell
Finance Director

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. LETTER OF REQUEST.PDF
2. AGREEMENT.PDF
3. EXHIBITS A-I.PDF



May 5, 2023

Ms. Elizabeth Cabell
Finance Director
City of Santa Cruz
1200 Pacific Avenue, Suite 290
Santa Cruz, CA 95060

RE: CTSA/City of Santa Cruz Claim for FY 2023/2024 TDA/STA Revenues

Dear Ms. Cabell:

This letter serves as Community Bridges request for the City of Santa Cruz to continue act as the claimant for the Consolidated Transportation Services Agency (CTSA) for Transportation Development Act (TDA) and State Transit Assistance (STA) funding through the Santa Cruz County Regional Transportation Commission (SCCRTC) in the Year 2023/2024.

We understand the SCCRTC will allocate \$875,569 for CTSA operations as well as \$267,177 in STA funding. These funds will be used to operate a variety of specialized transportation services throughout Santa Cruz County serving low-income seniors and residents with disabilities who are unable to utilize traditional public transit.

These funds will allow Community Bridges' Lift Line to continue to operate a variety of vital specialized transportation programs serving low-income seniors and disabled individuals who are unable to utilize traditional public transit. TDA funds will be used for the Taxi Scrip programs operating in South and North County, non-emergency medical transportation, and transportation to Meals on Wheels Senior Dining Centers and Elderday Adult Day Health Center. The STA funds will be used for Same Day and Out of County program through the whole FY23-24, helping connect seniors, veterans and medically complex children and individuals to need medical services.

Enclosed are the following:

1. 2023/2024 TDA Claim Form, Written Report of Activities, and CHP Inspection Report
2. 2023/2024 Operating & Capital Budget (Exhibit A, pages 1-2)
3. CTSA Five Year Capital Improvement Plan (Exhibit B)
4. Operating Plan (Exhibit C-1, pages 1-2 & C-2, page 1)
5. Schedule of Payments Requested (Exhibit D)
6. Statement of Role and Responsibility (Exhibit E)
7. CTSA Reporting Period & Performance Measures (Exhibit F)
8. 3-year Operating Statistics and Budget to Actuals (Exhibit G1-G2)
9. Community Bridges Agency Board Resolution 2023-03-01

OUR FAMILY OF PROGRAMS Elderday • Lift Line • Meals on Wheels for Santa Cruz County • La Manzana Community Resources
Live Oak Community Resources • Mountain Community Resources • Nueva Vista Community Resources
Child & Adult Care Food Program • Child Development Division • Women, Infants and Children (WIC)



COMMUNITY BRIDGES
PUENTES DE LA COMUNIDAD

519 Main Street P | 831.688.8840
Watsonville, CA 95076 F | 831.688.8302

Community Bridges' Lift Line attests to the accuracy of the claim and all its accompanying documentation. I hope this claim can be submitted to the Santa Cruz City Council for approval at its upcoming meeting. If you require any additional information, please contact me at 831-688-8840 or raymonc@cbridges.org

On behalf of Lift Line clients and Community Bridges, I thank the City Council and its staff for its continued support of these vital transportation service programs.

Thank you,

Raymon Cancino, CEO

Cc: N. Gong
D. Underhill
M. Serrano-Mejia

AGREEMENT

The **CITY OF SANTA CRUZ**, hereinafter referred to as "CITY," and **COMMUNITY BRIDGES/CONSOLIDATED TRANSPORTATION SERVICE AGENCY/STATE TRANSIT ASSISTANCE**, hereinafter referred to as "CONTRACTOR," hereby agree as follows:

1. CONTRACTOR shall provide during the term of this Agreement the services described in the Operating Plan, attached as Exhibit C.

The CONTRACTOR will maintain an Equipment Replacement Reserve Fund in an amount as specified in the approved Five Year Capital Improvement Plan, attached as Exhibit B, or as approved by other Santa Cruz County Regional Transportation Commission action. The Reserve Fund shall be maintained in a separate bank account with interest and the CONTRACTOR shall create a separate balance sheet account for the Fund. The interest earned will become an addition to the Equipment Replacement Reserve Fund, except that interest in an amount not to exceed \$10,000 may be used by CONTRACTOR to provide for operating expenses. Said Fund is to be used exclusively for the replacement of rolling equipment or major maintenance thereof, and any disbursements from this Fund shall be reported to the Santa Cruz County Regional Transportation Commission ("SCCRTC"). Disbursements in excess of \$10,000 shall be reflected in the adopted budget, and any revisions thereto, and shall be subsequently approved by the SCCRTC. All major expenditures (\$10,000 or more) from this account shall also be subject to the approved Five Year Capital Improvement Plan.

2. In consideration of such services, CITY shall pay CONTRACTOR on the basis of appropriate claims submitted to the City Director of Finance in accordance with Exhibit D (Schedule of Payments). In no event shall the maximum payment made by CITY to CONTRACTOR under this Agreement exceed the amount received from the SCCRTC for the period of July 1, 2023 through June 30, 2024.

3. In accordance with Exhibit A (Operating and Capital Budget), CONTRACTOR shall be permitted to make transfers within the categories of "Services and Supplies" and "Fixed Assets" of the TDA Budget unless they exceed 10% of the category total. Transfers within the "Salaries and Benefits" category may also be made by the CONTRACTOR unless they involve changes in the number and salary of positions or exceed 10% of the category total. Transfers between the categories of "Salaries and Benefits," "Services and Supplies," and "Fixed Assets" may be made by CONTRACTOR unless they exceed 10% of either category total involved. Any changes in the above-noted budget categories of more than ten percent (10%) of the entire category shall require a budget amendment and approval of the SCCRTC Executive Director.

4. CONTRACTOR may receive pursuant to the Schedule of Payments, Exhibit D, quarterly advance payments subject to the following conditions: Second, Third and Fourth Quarter advances shall be conditioned upon timely receipt by both the City Director of Finance and SCCRTC Executive Director, of the annual or quarterly reports described in Exhibit F. The prior fiscal year's annual report is to be received by November 15, 2023 and the current fiscal year's quarterly reports by January 15, 2024, April 15, 2024, July 15, 2024 and November 15, 2024.

5. CONTRACTOR shall submit evidence of incorporation by the State of California to the City Director of Finance no later than July 1, 2023. Payments to CONTRACTOR after that date will not be made if Evidence of Incorporation has not been submitted. If Evidence of Incorporation is already on file with the Finance Department, there is no need to resubmit evidence each year.

6. CONTRACTOR shall submit quarterly reports to CITY & SCCRTC as specified in Exhibit F, and such additional reports as may be requested by CITY & SCCRTC, describing work progress in carrying out the approved program under this Agreement, expenditures of funds, and any difficulties in meeting program objectives.

7. CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this Agreement. Fiscal records shall be designated by the City Director of Finance. These records will be made available to CITY & SCCRTC or any authorized representatives thereof, and CONTRACTOR shall retain records for four years after the expiration of this agreement unless permission to destroy them is granted by CITY & SCCRTC. CONTRACTOR agrees to make all fiscal and necessary records available to the City Director of Finance upon his or her request, for the purpose of an audit and for verifying CONTRACTOR'S compliance with the terms of this Agreement.

8. The Board of Directors of CONTRACTOR shall be vested with responsibility for administration of the program to be conducted under this Agreement, and it is agreed that CONTRACTOR is an independent contractor under this Agreement.

9. CONTRACTOR agrees to indemnify, defend and hold harmless the CITY & SCCRTC, their officers, employees and agents from and against any and all claims, demands, costs, liability and actions arising out of the activities or premises of CONTRACTOR.

10. CONTRACTOR shall maintain, during the entire term of the Agreement, comprehensive general liability and comprehensive automobile liability insurance. Such insurance shall be in an amount not less than one million dollars per occurrence combined single limit. The comprehensive automobile liability insurance shall include coverage of non-owned automobiles. The comprehensive general liability insurance shall include full personal injury coverage and shall include contractual liability coverage sufficient to meet liability arising out of this contract and the hold harmless clause herein. All such insurance shall have the CITY & SCCRTC as additional insured and shall not be subject to cancellation, reduction in coverage or refusal to renew with less than thirty (30) days advance written notice to the CITY & SCCRTC. CONTRACTOR shall submit to the City Director of Finance a certificate of such insurance.

11. CONTRACTOR shall maintain worker's compensation insurance in conformance with the worker's compensation laws of the State of California during the term of this contract. CONTRACTOR shall submit to the City Director of Finance a certificate of such insurance.

12. CONTRACTOR will not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment in the performance of this Agreement because of color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, medical condition, or any other non-merit factor unrelated to job performance. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry, medical condition, or any other non-merit factor unrelated to job performance. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13. No person shall, on the grounds of color, religion, age, handicap, national origin, sex, sexual orientation, marital status, ancestry or medical condition, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this Agreement.

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18. This instrument contains all of the agreements, understandings, representations, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing.

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20. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

CITY OF SANTA CRUZ

Community Bridges/CTSA

Matt Huffaker, City Manager



Raymon Cancino, Executive Director

Dated: _____

Dated: 5/31/23

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Anthony Condotti, City Attorney

~~_____
Seth McGibben, Chief Administrative Officer~~

Dated: 5/24/2023

~~Dated: _____~~ 

TDA 2023-2024 BUDGET

	TDA/STA 2023-24	Non-TDA 2023-24	CTSA 2023-24	TDA/STA 2022-23	Non-TDA 2022-23	CTSA 2022-23
ACCOUNT TITLE	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
PERSONNEL:						
Salaries & Wages	540,642	574,799	1,115,440	520,930	430,205	951,135
Fringe Benefits: Unemployment	5,406	5,748	11,154	7,814	1,490	9,304
Workers Comp	26,004	27,647	53,650	24,051	20,461	44,512
Health Insurance	59,776	63,553	123,329	35,359	75,139	110,498
FICA	34,548	36,731	71,280	39,851	28,060	67,911
401K Plan	9,099	9,674	18,773	12,505	10,638	23,143
TOTAL PERSONNEL COSTS:	675,476	718,151	1,393,627	640,511	565,992	1,206,503
SERVICES & SUPPLIES:						
OPERATING:						
Vehicle Operations-Fuel	55,032	58,508	113,540	65,091	55,373	120,464
Vehicle Licenses	5,444	5,787	11,231	5,835	4,964	10,799
Vehicle Repair & Maintenance	20,916	22,238	43,154	22,421	19,074	41,495
Vehicle Insurance	43,313	46,050	89,363	43,980	37,414	81,394
Communications-Radio	32,331	34,374	66,706	34,658	29,483	64,141
TOTAL VEH. OPERATING COSTS:	157,036	166,958	323,994	171,984	146,308	318,293
OTHER OPERATING & ADMINISTRATION COSTS:						
Professional Services	0	46,231	46,231	2,524	41,929	44,453
Janitorial Services & Supplies	3,519	3,742	7,261	3,773	3,209	6,982
Legal services & Audit	0	6,935	6,935	0	11,849	11,849
Publicity/Media	0	20,311	20,311	0	18,155	18,155
Special Events	0	405	405	0	1,189	1,189
Staff travel	638	678	1,317	0	1,266	1,266
Minor Equipment	4,915	5,225	10,140	5,268	4,482	9,750
Equip Maintenance/Repair	1,688	1,795	3,483	1,810	1,539	3,349
Office Supplies	1,359	1,445	2,804	1,457	1,239	2,696
Program Supplies	8,236	8,756	16,991	8,828	7,510	16,338
Vehicle Maintenance Supplies	808	859	1,667	866	737	1,603
Computer Supplies/Related	2,869	3,051	5,920	3,076	2,616	5,692
Postage	1,575	1,675	3,250	1,689	1,436	3,125
Utilities	8,317	8,843	17,160	8,916	7,584	16,500
Space Maintenance	3,856	4,100	7,956	4,134	3,516	7,650
Telephone	1,741	1,851	3,593	1,866	1,588	3,454
Misc Fees	3,161	3,360	6,521	3,388	2,882	6,270
Staff Training	2,176	2,314	4,490	1,901	1,617	3,518
Insurance-General Liability & Fidelity	5,332	5,668	11,000	4,243	3,610	7,853
Memberships/Subscriptions	3,783	4,022	7,806	4,055	3,450	7,505
Printing & Copying	343	364	707	367	313	680
Advertising (Recruitment)	2,433	2,587	5,020	2,608	2,219	4,827
Interest Expense	0	65,259	65,259	0	82,710	82,710
Subsidized Taxi - Elderday Rides	0	4,124	4,124	0	3,966	3,966
Subsidized Taxi - MOW Rides	0	0	0	0	0	0
Subsidized Taxi - LL Rides	43,622	46,378	90,000	72,667	81,288	153,955
Subsidized Taxi - Scrip	20,000	0	20,000	29,721	0	29,721
Nonsubsidized Taxi-Measure D Svcs	0	59,280	59,280	0	57,000	57,000
Trxfer to/from Equip Reserve	0	0	0	0	0	0
Deprec-Groupwise Upgrade	27,853	0	27,853	55,706	0	55,706
Major Equipment - Non 5310	0	50,000	50,000	75,000	197,783	272,783
300 Property Fixed Asset	0	600,000	600,000	0	514,246	514,246
Leasehold Improvements	0	0	0	0	0	0
Debt Repayment	0	20,000	20,000	0	13,901	13,901
Agency Overhead	162,009	154,307	316,316	166,426	138,372	304,798
TOTAL ADMINISTRATION COSTS:	310,234	1,133,565	1,443,799	460,288	1,213,202	1,673,490
TOTAL EXPENDITURES	1,142,746	2,018,675	3,161,420	1,272,783	1,925,503	3,198,286
TOTAL REVENUES	1,142,746	2,018,674	3,161,420	1,272,783	1,925,503	3,198,286
NET GAIN (LOSS)	0	(0)	(0)	0	(0)	(0)

COMMUNITY BRIDGES - LIFT LINE / CTSA
TDA 2023-2024 BUDGET

ACCOUNT TITLE	TDA/STA 2023-24 BUDGET	Non-TDA 2023-24 BUDGET	CTSA 2023-24 BUDGET	TDA 2022-23 BUDGET	Non-TDA 2022-23 BUDGET	CTSA 2022-23 BUDGET
REVENUE:						
TDA	875,569		875,569	998,848	0	998,848
STA	267,177		267,177	273,935	0	273,935
City of Capitola		33,000	33,000		33,000	33,000
County of Santa Cruz		0	0		4,375	4,375
County of SC-Measure D Sales Tax		1,076,000	1,076,000		1,045,000	1,045,000
CARB		30,000	30,000		202,648	202,648
LCTOP		50,000	50,000		7,360	7,360
Transfer From Measure D Reserve		308,682	308,682		195,415	195,415
Area Agency on Aging-Title IIIB		20,000	20,000		20,000	20,000
FTA Section 5310-Expanded		120,000	120,000		93,926	93,926
Monterey Peninsula Foundation		40,000	40,000		40,000	40,000
Kaiser Grant		0	0		0	0
Outside Contracts-Other		24,000	24,000		14,675	14,675
Scrip - Client Payments		6,000	6,000		5,747	5,747
MOW Intra-Program Charges		22,500	22,500		22,500	22,500
Elderday Intra-Program Charges		258,393	258,393		210,600	210,600
Donations		15,000	15,000		15,100	15,100
Program Income-Other		0	0		0	0
Vehicle Maintenance Intra-Program Charges		12,099	12,099		12,157	12,157
Vehicle Sales		3,000	3,000		3,000	3,000
TOTAL REVENUES	1,142,746	2,018,674	3,161,420	1,272,783	1,925,503	3,198,286

OPERATING FUND SOURCES	CTSA FINAL FY 21-22	CTSA BUDGET FY 22-23	CTSA BUDGET FY 23-24
TDA	859,367	998,848	875,569
STA	100,000	273,935	267,177
City of Capitola	0	33,000	33,000
County of Santa Cruz	15,000	4,375	0
County of SC-Measure D Sales Tax	981,927	1,045,000	1,076,000
Transfer From Measure D Reserve	0	195,415	308,682
CARB	202,648	202,648	30,000
LCTOP	7,360	7,360	50,000
FTA Section 5310-Trad	0	0	0
Area Agency on Aging-Title IIIB	45,043	20,000	20,000
FTA Section 5310-Expanded	136,674	93,926	120,000
Monterey Peninsula Foundation	40,000	40,000	40,000
Kaiser Grant	30,000	0	0
Outside Contracts-Other	22,776	14,675	24,000
Scrip - Client Payments	6,667	5,747	6,000
Scrip - Health Project Center	0	0	0
MOW Intra-Program Charges	22,500	22,500	22,500
Elderday Intra-Program Charges	118,250	210,600	258,393
Donations	8,700	15,100	15,000
PPP Loan Forgiveness	0	0	0
Vehicle Maintenance Intra-Program Charges	12,157	12,157	12,099
Vehicle Sales	3,000	3,000	3,000
TOTAL REVENUES	2,612,069	3,198,286	3,161,420

EXHIBIT B

**CTSA FIVE YEAR CAPITAL IMPROVEMENT PLAN 23/24
FISCAL YEARS: 23/24 THROUGH 26/27**

CAPITAL REVENUE					
	Projected 2023-2024	Projected 2024-2025	Projected 2025-2026	Projected 2025-2026	Projected 2026-2027
Fund Balance	\$107,072	\$107,339	\$47,608	\$47,727	\$47,846
FTA Section 5310	\$0	\$0	\$0	\$210,000	\$0
Addition to Fund	\$24,013	\$0	\$0	\$0	\$0
Fund Interest	\$268	\$268	\$119	\$119	\$120
Total	\$131,352	\$107,608	\$47,727	\$257,846	\$47,966
CAPITAL EXPENDITURES					
	2023-2024	2024-2025	2025-2026	2025-2026	2026-2027
Equipment Purchase	\$24,013	\$60,000	\$0	\$210,000	\$0
Major Maintenance	\$0	\$0	\$0	\$0	\$0
Total	\$24,013	\$60,000	\$0	\$210,000	\$0
Year-End Balance	\$107,339	\$47,608	\$47,727	\$47,846	\$47,966

Notes:

- 1 As capital grants are indefinite, and as capital equipment arrival dates vary, projected figures may require adjustment.
- 2 In FY 2023-2024 Lift Line is paying \$24,013 from TDA for a final payment of for Ecolane transit scheduling software. The purchase of the solutions including the implimentation of the software and hardware and training is a capitalized purchase over a 3 FY time-frame.
- 3 In FY 2024-2025 Lift Line will be utilizing TDA equipment reserves for purchasing vehicle maintenace equipment at the Lift Line facility.
- 4 Lift Line is going to apply \$210,000 equipment funding for vehicle and computer purchase in FY 2025-2026.

EXHIBIT C-1
Lift Line / CTSA
FY23/24 OPERATING PLAN

The Lift Line program provides demand-responsive, specialized non-emergency health and medical transportation for low-income seniors and disabled residents of Santa Cruz County. Riders are not charged a fare for the service. Service is generally provided from 8:00 AM to 4:00 PM, seven days a week (with the exception of published holidays), while Lift Line also coordinates additional services on behalf of its clients outside these hours.

Service is focused on individuals that live outside the METRO ParaCruz service area, those who are unable to afford the METRO ParaCruz fare, those that do not meet the ADA complementary paratransit eligibility requirements, those needing same day service, and those that need a higher level of service than can be provided by METRO ParaCruz. Lift Line operates a fleet of 19 wheelchair accessible vans. Transportation is provided to destinations such as doctors' offices, pharmacies, Elderday Adult Day Health Care, Senior Dining Centers, out of county medical destinations, dialysis sites, and various medical therapy appointments. Clients are generally asked to book their medical rides between 8:30am and 3:30pm.

Lift Line is seeking to continue TDA Medical Rides service and ensure this service reaches those with the most need. Lift Line projecting 6,979 TDA Medical Rides for FY 23/24.

The TDA Medical Rides program serves as a safety net service for medical rides outside the ADA-mandated METRO paratransit service areas. Eligible individuals may schedule rides to medical destinations as late as one day in advance, with no fares collected. Currently all of the residents that receive medical rides are low income and below the federal 200% poverty level. Lift Line staff continue to update participant applications to reflect the new Federal Government poverty level guidelines to ensure income and disability eligibility is maintained by participants.

Lift Line also coordinates with the local taxi companies to offer the Taxi Scrip (TS) program. Lift Line is projecting 2,279 Taxi Scrip rides in FY 23/24.

The Taxi Scrip program serves as a safety net service for medical rides and non-medical rides needed outside the ADA-mandated METRO paratransit service areas. Individuals may purchase subsidized taxi scrip so that they can directly schedule taxi rides. Taxi companies own and operate vehicles that are fully accessible for mobility devices such as wheelchairs. Currently all residents that receive Taxi Scrip at a discount are low income and below the federal 200% poverty level. Currently clients can purchase three \$10.00 books, for a total of \$30.00 worth of scrip, for \$8.00 which would give them approximately one (1) or two (2) rides per book. There is currently a limit to purchase six books per person per quarter.

Lift Line is projecting 8,251 Meals on Wheels rides for FY 23/24, 3,786 of which will be funded with TDA funds.

We are on track to meet our projected goal for the current fiscal year. Lift Line will continue to coordinate with the Meals on Wheels program to help them meet any increase attendance demands at all of the senior dining centers. Lift Line continues to meet with the Meals on Wheels Program Director and site managers to review unmet transportation service needs.

Lift Line is projecting 25,785 Elderday rides in FY 23/24, of which 12,985 are funded by TDA. The Elderday program provides outpatient adult day health care to seniors and community residents who need constant care, and/or are diagnosed with dementia or Alzheimer's disease. Almost all of these participants use wheelchairs or walkers, and require vans with lifts. Generally, these clients are very frail and need personal, door-to-door assistance. Elderday rides are reflective of the level of client service that Lift Line drivers provide to patients with critical needs.

Lift Line is seeking to continue STA Same Day and Out of County service and ensure this service reaches those with the most need. Lift Line projecting 1,938 STA Same Day and Out of County Rides for FY 23/24.

The STA Same Day and Out of County Rides program serves as a safety net service same day and out of County rides. Eligible individuals may schedule same day rides, with no fares collected. Currently all of the residents that receive medical rides are low income and below the federal 200% poverty level. Lift Line staff continue to update participant applications to reflect the new Federal Government poverty level guidelines to ensure income and disability eligibility is maintained by participants.

Lift Line staff will continue to work with the Santa Cruz County Regional Transportation Commission's Elderly and Disabled Transportation Advisory Committee (E&D TAC) in identifying and addressing unmet needs. Lift Line continues to work with the E&D TAC in meeting the Unmet Transit and Paratransit Needs as well as the recommendations of the Paratransit Coordination Task Force. For those who don't qualify for METRO ParaCruz or MediCal assistance, we will continue to help them complete the required paperwork to make it easier for them to use the current TDA programs that meet their specific needs. In our role as the Consolidated Transportation Service Agency, Lift Line will continue working with other transportation providers to ensure maximum efficiency and coordination of rides for all residents.

Lift Line will continue to focus its resources on transportation needs that are not being met by other paratransit services, such as ADA-mandated METRO ParaCruz. Through TDA funding, Lift Line will continue to serve those not eligible for METRO ParaCruz service, specifically low-income individuals who cannot afford the \$8.00 to \$12.00 round-trip METRO ParaCruz fare, those who don't meet the strict ADA qualifications, and those with origins/destinations outside of the METRO ParaCruz service area. Because Lift Line provides safety net services to those ineligible or unable to use other services, its goal is to provide flexible programs, scheduling, and dispatching that can respond to the changing needs of all participants.

Community Bridges maintains comprehensive auto and general liability coverage, including the City of Santa Cruz and SCCRTC as additional insured parties. A copy of each insurance certificate shall be filed with the City and with SCCRTC

**OPERATION PLAN SERVICE OF UNITS
EXHIBIT C-2
2023/2024**

TABLE 1 - TDA/STA PROPOSED SERVICE UNITS								
	TAXI SCRIP	MEDICAL TDA	MEALS ON WHEELS	ELDERDAY	STA FUNDING	TOTAL UNITS	TOTAL	
FUNDS ALLOCATED	\$42,950	\$413,846	\$136,218	\$254,703	\$267,177	28,461	\$1,114,893	
OPERATING COST	\$11.64	\$38.64	\$20.10	\$13.36	\$90.86			
A. PROGRAM MANAGEMENT i.e., Mgmt Personnel: Director, Fleet Mgr, Admin Asst, Info Mgr, Rent, Liability Insur., Phone, Supplies, etc.	\$4.57	\$8.07	\$8.70	\$3.78	\$27.20			
B. ADMINISTRATION 14.57% of total cost per unit.	\$2.74	\$12.60	\$1.70	\$2.76	\$20.04			
TOTAL COST PER SERVICE UNIT	\$18.85	\$59.30	\$30.51	\$19.90	\$137.90			
22/23 PROJECTED TDA/STA UNITS OF SERVICE	2,279	6,979	4,465	12,800	1,938			
EQUIPMENT PURCHASE MATCH								\$27,853
TOTAL TDA/STA CLAIM REQUEST								\$1,142,746

NON-TDA SUPPORTED

TABLE 2 - OTHER CTSA SERVICE UNITS						
	Meals on Wheels	Elderday Services	Measure D Paratransit	5310 Medical	Total Units	Total
Funds Allocated	\$115,500	\$258,393	\$682,119	\$120,000		\$1,176,012
Revenue per Service Unit	\$30.51	\$19.90	\$115.61	\$137.90		
23/24 Projected Units of Service	3,786	12,985	5,900	870	23,542	
Other Income						\$60,004
Total Operating Income						\$1,236,016
Measure D Facility/Equip/Project Funds						\$702,563
CARB - Capital Equipment						\$30,000
LCTOP						\$50,000
TDA/ STA Claim						\$1,142,746
Grand Total						\$3,181,325

ROLLUP OF ALL RIDES

TABLE 3 - ALL SERVICE UNITS TOTALED (Total tables 1 and 2, units of service, to equal table 3 totals)							
	Taxi Scrip	TDA/5310 Medical	Meals on Wheels	Elderday Services	Measure D Paratransit	STA	Total Units
23/24 Total Ride Projections	2,279	7,849	8,251	25,785	5,900	1,938	52,002

Exhibit D
Schedule of Payment
FY: 2023-2024 TDA and STA
Claim Lift Line CTSA

TDA	
July 15, 2023	\$288,937.00
October 15, 2023	\$195,544.00
January 15, 2024	\$195,544.00
April 15, 2024	\$195,544.00
Total	\$875,569.00

STA	
1st Quarter	\$66,794.25
2 nd Quarter	\$66,794.25
3 rd Quarter	\$66,794.25
4 th Quarter	\$66,794.25
Total	\$267,177.00

Preferred Method and Schedule for TDA fund distribution: Quarterly disbursement, with up to 33% in first quarter, and the remaining quarterly payments being one-third of the remaining claim amount.

EXHIBIT E Lift Line / CTSA
23/24 Statement of Role and Responsibility

Community Bridges has been the designated Consolidated Transportation Services Agency (CTSA) since 1982. CTSA's are authorized under California Government Code Sections 15975 and 15950-15952 which were enacted pursuant to the Social Service Transportation Improvement Act. The purpose of the CTSA is to improve transportation required by social service recipients by promoting the consolidation and coordinating of social service transportation. As the Consolidated Transportation Service Agency, Community Bridges Lift Line will continue to coordinate and consolidate transportation services with other transportation and human service agencies in order to provide the most efficient transportation possible. Lift Line will continue to work with Santa Cruz County School Districts, Human Services Department of the County of Santa Cruz, County Office of Education, Veterans Service Offices in Santa Cruz and Palo Alto, Hospice of Santa Cruz County, as well as hospitals and other medical facilities. Community Bridges Lift Line will also continue working closely with the RTPA and to help with the unmet needs identified in the Tri-County AMBAG Coordinated Plan. Community Bridges Lift Line will also continue working with local non-profit organizations and other human service and medical facilities in neighboring counties to continue to define and create an effective mobility management center to help mobilize resident with various disabilities, low income and senior populations to travel easily throughout our County as well as to travel seamlessly throughout our tri-county Monterey Bay region and the San Francisco Bay Area.

As the CTSA, Community Bridges Lift Line will continue coordination to improve and identify the need for specialized transportation equipment. If the equipment funded through Caltrans 5310 isn't reaching its proposed requirements through their contract, the equipment can be recaptured and its use coordinated through other identified paratransit service needs. We will continue to offer training to ensure that not only Lift Line staff operates in a safe and sensitive manner, but will continue to offer expertise and training for other transportation providers in the County.

Pursuant to the CTSA designation for Santa Cruz County, Community Bridges operates the Lift Line transportation program, which will continue to take a lead, and work closely with the RTPA, to continue to help identify unmet transportation needs, coordinate and provide social service transportation services to low-income seniors, disabled residents, underserved populations and other identified individuals in Santa Cruz County. Lift Line will continue to directly address the issues identified through the unmet needs process by providing rides to medical appointments (including dialysis), alternative care, mental health and various medical transportation needs.

Exhibit F
Reporting Period and
Performance Measures FY:
2023-2024 TDA Claim
Community
Bridges' Lift Line
CTSA

	Reporting Period	Due
1.	Fiscal Year: 2022/23	11/15/23
2.	1 st Quarter, 7/1/23 through 9/30/23	01/15/24
3.	2 nd Quarter, 10/1/23 through 12/31/23	04/15/24
4.	3 rd Quarter, 1/1/24 through 3/31/24	07/15/24
5.	4 th Quarter, 4/1/24 through 6/30/24	11/15/24
6.	Annual Evaluation, Fiscal Year 2023/2024	11/15/24

Performance Measures to be included in Quarterly Reports

The quarterly reports are to include the following:

1.	Unduplicated passengers per month
2.	Total passenger trips (units of service) per month
3.	Incidents per month
4.	Accidents per month
5.	Mechanical failures* (including lift failure) per month
6.	No-shows per month
7.	Turndowns or referrals per month
8.	Cancel per month
9.	Donations per month
10.	Total operating cost per passenger
11.	Total operating cost per vehicle service hour
12.	Total passengers per vehicle service hour
13.	Total passengers per vehicle service mile
14.	Van mileage per program

*Mechanical failure means any problem which results in a delay of one hour or longer, or cancellation

Exhibit G-1 Operating Statistics

	FY 18-19	FY 19-20	FY 20-21	FY 21-22
Annual passengers	50,352	40,132	20,970	32,683
<i>Rides/passenger trips provided by type:</i>				
Medical	10,716	9,019	11,965	9,843
Amount Spent for Medical	\$288,796	\$454,016	\$404,058	\$751,710
Meals on Wheels	9,472	6,969	6,141	6,416
Amount spent for Meals on Wheels	\$106,655	\$99,169	\$99,239	\$148,210
Taxi Script	2,486	1,870	1,740	2108
Amount spent for Taxi Script	\$29,260	\$27,171	\$31,877	\$82,613
Elderday	27,678	22,274	1,124	6,850
Amount Spent for Elderday	\$396,072	\$328,542	\$22,165	\$177,278
Annual service hours	14,524	15,011	8,494	14,316
<i>Passengers per vehicle service hour*</i>	3.47	3.13	2.45	2.28
Annual service miles	279,974	255,014	159,119	173806
<i># of fixed-route miles</i>	N/A	N/A	N/A	N/A
<i>Service Area – square miles (note: all of Santa Cruz County)</i>	607	607	607	607
<i>Service Area Population</i>	273,170	273,170	273,170	273170
<i>Passengers per vehicle service mile*</i>	0.17	0.15	0.12	0.13
<i>Average passengers per weekday</i>	968	772	403	629
<i>Total operating costs in budget</i>	\$703,185	\$834,857	\$733,057	\$906,921
<i>Operating cost per vehicle service hour*</i>	\$48.42	\$55.62	\$86.30	\$63.35
<i>Total operating cost per passenger*</i>	\$13.97	\$20.80	\$34.96	\$27.75
<i>Average Farebox Revenue per passenger (describe what is included)</i>	N/A	N/A	N/A	N/A
<i># of FTE employees (all employees, not just drivers)</i>	24	23	19	19
<i>Vehicle Service hours/Employee*</i>	605	653	447	753
<i># of routes</i>	N/A	N/A	N/A	N/A
<i>Average route length</i>	5.56	6.35	7.59	5.32
<i>Average travel times/ride</i>	0.62	0.85	0.88	0.89
<i># of bus stops</i>	N/A	N/A	N/A	N/A
<i># of vehicles in operation</i>	19	22	22	22
<i># of monthly bus passes in circulation</i>	N/A	N/A	N/A	N/A
<i>Max vehicles in service at any time:</i>	13	12	8	9
<i>Hours of service:</i>	8-4 PM	8-4 PM	8-4 PM	8-4 PM
<i>Approximate # of unduplicated passengers</i>	2,083	2,097	2,057	2,443
<i>Cost per unit of service plus text about long range plans to make/keep this low</i>	\$13.97	\$20.80	\$34.96	\$27.75
<i>Funds and percentage spent on administration/overhead/grantee allocation/etc</i>	34.518%	29.827%	34.087%	31.191%
	\$242,726	\$249,012	\$249,879	\$282,878
<i>Actual financials compared with budget (see Exhibit G-2)</i>				
<i>Actual number of rides provided compared with goal</i>	119% of goal	95% of goal	48% of goal	113% of goal

For the Fiscal Year 2019-2020, Lift Line Provided 40,132 one-way rides to Santa Cruz residents, including medical transportation, Meals on Wheels congregated dining sites, Elderday adult day care transportation, and taxi script vouchers. Lift Line was at 95% of the goal. Due to the COVID-19 pandemic and local government regulation, many doctors cancel rider's medical appointments and attendance reduced at congregated sites, including Meals on Wheels dining sites and Elderday adult daycare. For 2020-2021, Lift Line provided a 20,970 one-way ride to Santa Cruz county residents. Due to COVID-19 regulations, Lift Line was at 48 % of the goal during FY20-21. State regulations forced the temporary closure to Meals on Wheels dining sites and Elderday adult daycare; this service was operated remotely to comply with the CDC recommendations. Lift Line reduced capacity on vehicles to 4 passengers on a bus and single riders on a minivan to comply with 6 feet of separation guidance. For 2021-2022, Lift Line provided 32,683. Lift Line is achieved 113% of the annual goal. Lift Line is currently on track to making the yearly goal for FY 22-23.

Exhibit G-2

**COMMUNITY BRIDGES - LIFT LINE / CTSA
TDA/STA 2019-20, 2020-21, 2021-22 BUDGET TO ACTUAL**

<u>ACCOUNT TITLE</u>	<u>TDA/STA 2019-20 BUDGET</u>	<u>TDA/STA 2019-20 ACTUAL</u>	<u>TDA/STA 2020-21 BUDGET</u>	<u>TDA/STA 2020-21 ACTUAL</u>	<u>TDA/STA 2021-22 BUDGET</u>	<u>TDA/STA 2021-22 ACTUAL</u>
PERSONNEL:						
Salaries & Wages	381,183	352,340	316,215	302,994	362,433	406,646
Fringe Ben Unemployment	2,859	3,264	4,743	3,609	5,211	3,251
Workers Comp	22,248	11,249	12,551	6,124	14,579	13,741
Health Insurance	69,692	47,004	34,618	42,411	41,469	38,532
FICA	29,160	37,275	24,190	22,997	27,726	31,558
401K Plan	1,525	1,717	3,697	4,503	6,335	10,056
TOTAL PERSONNEL COSTS:	506,667	452,850	396,015	382,637	457,753	503,784
SERVICES & SUPPLIES:						
OPERATING:						
Vehicle Operations-Fuel	40,980	44,385	31,886	28,439	35,336	49,535
Vehicle Licenses	1,549	2,640	3,834	4,059	3,834	2,260
Vehicle Repair & Maintenance	14,157	20,143	13,015	8,874	14,603	11,800
Vehicle Insurance	28,906	57,974	31,025	48,485	39,014	49,961
Communications-Radio	6,110	7,855	24,290	10,685	25,291	6,703
TOTAL VEH. OPERATING COSTS:	91,702	132,996	104,049	100,541	118,078	120,259
OTHER OPERATING & ADMINISTRATION COSTS:						
Professional Services	16,369	25,951	2,524	31,167	0	11,189
Janitorial Services/Supplies	818	4,848	2,565	1,748	2,565	557
Publicity/Media	0	0	0	0	0	0
Staff travel	1,700		0		914	
Minor Equipment	2,851	1,086	5,240	1,696	2,599	220
Equip Maintenance/Repair-Trapeze	2,825	7,544	5,518	8,557	6,761	589
Office Supplies	1,380	996	1,313	584	735	690
Program Supples	964	3,228	3,433	4,365	3,181	1,023
Vehicle Maintenance Supplies	93	55	39	32	44	0
Computer Supplies/Related	887	361	566	625	221	23
Postage	466	1,414	292	301	1,099	465
Space Rental	18,525	9,648	4,970	0	21,998	0
Utilities	10,932	18,802	3,342	12,101	2,890	11,334
Space Maintenance	1,117	2,001	1,553	2,341	1,312	2,747
Telephone	2,037	2,764	2,027	2,151	4,191	1,765
Misc Fees	2,912	2,881	1,034	4,317	2,025	315
Staff Training	984	566	1,250	0	3,009	3,655
Insurance-General Liability & Fidelity	1,783	1,850	690	2,910	3,007	2,910
Memberships/Subscriptions	788	538	199	1,315	309	2,275
Printing & Copying	1,401	1,541	65	141	71	1,937
Advertising (Recruitment)	559	44	0	107	0	1,145
Subsidized Taxi	18,515	41,576	46,335	68,898	42,615	108,251
Trxfer to/from Equip Reserve	36,089	42,950	0	0	0	0
Major Equipment - Non-5310	0	27,855	37,261	24,011	43,542	48,022
Agency Overhead	117,612	121,316	99,125	106,524	114,828	131,789
TOTAL ADMINISTRATION COSTS:	227,077	319,817	219,342	273,890	257,916	330,900
TOTAL EXPENDITURES	839,997	905,662	719,405	757,068	833,747	954,943
TOTAL REVENUES	839,997	905,662	719,405	757,068	833,747	954,943
NET GAIN (LOSS)	0	0	0	0	0	0

**COMMUNITY BRIDGES - LIFT LINE / CTSA
TDA/STA 2019-20 2020-21 2021-22 BUDGET TO ACTUAL**

<u>ACCOUNT TITLE</u>	<u>TDA/STA 2019-20 BUDGET</u>	<u>TDA/STA 2019-20 ACTUAL</u>	<u>TDA/STA 2020-21 BUDGET</u>	<u>TDA/STA 2020-21 ACTUAL</u>	<u>TDA/STA 2021-22 BUDGET</u>	<u>TDA/STA 2021-22 ACTUAL</u>
REVENUE:						
TDA	739,997	800,055	619,405	651,864	733,747	844,219
STA	100,000	100,000	100,000	100,000	100,000	100,000
TAXI SCRIPT		5,607		5,204		10,724
TOTAL REVENUES	839,997	905,662	719,405	757,068	833,747	954,943

Exhibit H

RESOLUTION NO. 39-23

**Adopted by the Santa Cruz County Regional Transportation Commission
on the date of May 4, 2023
on the motion of Commissioner Alternate **Schiffirin**
duly seconded by Commissioner **Rotkin****

A RESOLUTION APPROVING THE FISCAL YEAR 2023-24 TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 8 CLAIM AND STATE TRANSIT ASSISTANCE CLAIM FROM COMMUNITY BRIDGES LIFT LINE FOR PARATRANSIT SERVICES

WHEREAS the Transportation Development Act (TDA) of 1971 provides that cities may file an Article 8 claim for monies from the Local Transportation Fund for specialized transportation services; and

WHEREAS the Regional Transportation Commission (RTC) has identified a process for TDA claims in their Rules and Regulations; and

WHEREAS the Regional Transportation Commission, in adopting its FY 2023-24 budget, has apportioned \$875,569 in TDA and \$267,177 in RTC's population-based State Transit Assistance (STA) formula funds (PUC Section 99313) to be used by Community Bridges for providing specialized transportation; and

WHEREAS the Elderly & Disabled Transportation Advisory Committee, at its April 11, 2023 meeting, recommended that the Regional Transportation Commission approve this claim;

THEREFORE BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:

- 1. The FY 2023-24 Transportation Development Act (TDA) and State Transit Assistance (STA) claim by Community Bridges Lift Line fulfills the requirements specified in the Transportation Development Act and the Santa Cruz County Regional Transportation Commission's (RTC) Rules and Regulations and the RTC finds that:**
 - a. The claim includes a proposed budget for the 2023-24 fiscal year;**
 - b. The claim includes a statement of projected or estimated revenues and expenditures for the prior fiscal year;**
 - c. The claim will fund specialized transportation services and respond to transportation needs not otherwise being met within the community; and**
 - d. The proposed expenditure of the funds is consistent with the most current Regional Transportation Plan and Unmet Transit Needs list.**
- 2. The City of Santa Cruz will act as a claimant on behalf of Community Bridges Lift Line, for TDA Article 8 and STA claims for specialized transportation programs and the FY 2023-24 claim is hereby approved in the amount of \$875,569 in TDA funds and \$267,177 in STA funds for fiscal year 2023-24 consisting of estimated quarterly payments as follows:**

	TDA	STA
1st Quarter	\$288,937.00	\$66,794.25
2nd Quarter	\$195,544.00	\$66,794.25
3rd Quarter	\$195,544.00	\$66,794.25
4th Quarter	<u>\$195,544.00</u>	<u>\$66,794.25</u>
Total	\$875,569.00	\$267,177.00

3. Should the RTC amend its FY 2023-24 budget to modify TDA revenue apportionments to Community Bridges, the Executive Director is authorized to modify the payment amounts consistent with the RTC's approved FY 2023-24 budget.
4. The Executive Director is authorized to modify the payment amounts based on actual STA funds approved by the State and received by the RTC from the State such that Community Bridges receives 8.4% of the PUC Section 99313 STA funds received by the RTC for FY 2023-24.

AYES: COMMISSIONERS **Pedersen, S. Brown, Johnson, Montesino, Hernandez, Koenig, McPherson, K. Brown, Rotkin, and Commissioner Alternates Schiffrin, Quinn, and Pageler**

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Manu Koenig

Manu Koenig, Chair

ATTEST:

Guy Preston

Guy Preston, Secretary

**Distribution: Community Bridges
RTC Fiscal**

Exhibit I

Apportionment Schedule	FY2022/23 Approved 11/3/22	FY2023/24 Proposed 3/9/23	Difference \$	Difference %	Note
Transportation Development Act (TDA):					
1 TDA Reserve Fund	174,187	211,800	37,613	21.59%	Some reserves to be used in FY 22-23 as revenues are below estimates for FY 22-23
2 RTC Reserve Fund	-	-	-	-	
3					
4 SCCRTC:					
5 Administration	858,287	752,360	(105,927)	-12.34%	FY 22-23 apportionments include surplus revenues from prior fiscal years; surplus revenues not anticipated for FY 23-24
6 Planning	738,155	647,054	(91,101)	-12.34%	
7	1,596,442	1,399,414	(197,028)	-12.34%	
8					
9 Bike to Work	72,000	72,000	-	0.00%	
10 Bike & Ped Safety (CTSC)	156,000	156,000	-	0.00%	
11	228,000	228,000	-	0.00%	
12					
13 Santa Cruz Metro	10,166,800	8,912,046	(1,254,755)	-12.34%	FY 22-23 apportionments include surplus revenues from prior fiscal years; surplus revenues not anticipated for FY 23-24
14 Spec Transit (CB/CTSA)	998,843	875,569	(123,274)	-12.34%	
15 Volunteer Center	118,910	104,234	(14,675)	-12.34%	
16 City of Capitola	23,436	19,532	(3,904)	-16.66%	Formula share for cities and county are based on the Department of Finance population estimates as of January 2022.
17 City of SC-Non Transit	130,423	127,782	(2,641)	-2.03%	
18 City of Scotts Valley	27,301	24,029	(3,272)	-11.98%	
19 City of Watsonville	119,298	101,047	(18,251)	-15.30%	
20 County of Santa Cruz	305,983	259,207	(46,776)	-15.29%	
21 Subtotal	11,890,993	10,423,445	(1,467,548)	-12.34%	
22 Total TDA Apportioned	13,889,622	12,262,659	(1,626,963)	-11.71%	



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023
DEPARTMENT: Planning and Community Development & Information Technology
SUBJECT: Award Contract to Tyler Technologies to Implement Tyler Enterprise Permitting and Licensing Software (Tyler EPL, formerly Tyler EnerGov) (PL/IT)

RECOMMENDATION: Motion to authorize the City Manager to execute contracts, in forms approved by the City Attorney, with Tyler Technologies for licensing, maintenance, and implementation of Tyler Technologies' enterprise permitting and licensing (EPL) software.

BACKGROUND: The City of Santa Cruz (City) requires a robust, mobility enabled, citywide land management, permitting and licensing system that provides for business licensing, planning and land development, code compliance, permitting and inspections (including for long and short-term rental units), as well as special reporting functions.

The City has been using Central Square's TRAKiT software product to operate the above-listed business processes since 2008. Over the past 15 years, staff has identified many shortcomings of the current system, such as:

- A lack of integration with key systems
- Duplicative and/or manual data entry and minimal automation of processes
- Absence of a robust rental inspection module and limitations with City of Santa Cruz specific processes related to sewer ordinances, cost recovery, and cannabis regulations
- Outdated customer interface for secure online access and payment functionality
- Inability to upload plan documents
- Difficulties updating Geographic Information Systems (GIS) parcel and spatial data
- Limited data insights

Due to the above and the impending end of life of the City's version of TRAKiT, on December 7, 2021, the City issued a Request for Proposal (RFP) for a land management, permitting, and licensing system.

DISCUSSION: The City received proposals from nine vendors as a result of the RFP and selected Tyler Technologies as the successful respondent. Tyler's enterprise permitting and licensing (EPL or Tyler EPL) is a leading, enterprise-grade permitting and licensing software as a service (SaaS) application for the public sector. The EPL platform is specifically designed to automate and centrally connect the

critical processes of land use planning and project review, permitting, code enforcement, inspections, licensing and regulatory management, citizen requests and more.

Vendor Selection Process

The selection committee reviewed the proposals and invited candidates to provide a scripted demonstration for City staff.

When considering each of the systems, staff determined that Tyler EPL provided the following advantages:

- Successful implementation by several local public agencies with similar scope and requirements
- Integration with the City’s core applications and related systems for procurement, financials, human resources, billing, cashiering, GIS, agenda management, sales tax, online building plans management, and County assessor and tax systems
- Ease of implementation of system-to-system interfaces via APIs (Application Programming Interfaces)
- A usable, modern web-based platform for City staff and the public through being mobile-friendly and offering more intuitive online services for application submittal, payments, and inspection scheduling
- A user-friendly, customizable interface
- Robust reporting capabilities and data insights to perform essential management analysis

Vendor Scoring

Criteria	Weight	Avocette (Clariti - Salesforce)	Harris (CityView)	MaintStar (MaintStar)	TruePoint (Accela Civic)	Tyler (Enterprise Permitting & Licensing)
Fee Schedule	30%	5%	8%	30%	9%	5%
Vendor Qualifications: Services, Functions, Technical Features	40%	28%	32%	8%	32%	40%
Vendor Project plan	20%	10%	10%	6%	14%	18%
Overall Quality of proposal	10%	8%	8%	4%	6%	7%
Total Weighted Score	100%	51%	58%	48%	61%	70%
Overall Rank		4	3	5	2	1

In addition to solving many of the identified issues with the current land management system (TRAKiT), the Tyler EPL platform will enable the City to implement more automated and efficient processes. Examples include:

- Because the Community Development and Business Management modules are built upon the same underlying architecture, business workflows can seamlessly transition from one module to another, reducing the need for duplicative lookups, data entry, and a disjointed customer or administrative experience.
- Tyler EPL will improve the flow of communication among staff and customers, enable mobile inspections, and provide enhanced data collection and reporting to help track progress toward department and citywide goals.

- The suite of products will be used by several departments, including Planning and Community Development, Fire, Water, Public Works, Parks and Recreation, Finance, and Economic Development and Housing.
- Modern communication and workflow are essential to integration across so many departments, the community, and cross-disciplinary functions.
- As a SaaS application, Tyler EPL offers the benefit of increased performance and stability, and regular upgrade cycles.

The adoption of this new platform also provides the City an opportunity to refine and update business processes and workflows. The migration is expected to take 12 months to complete.

HEALTH IN ALL POLICIES: Health in All Policies (HiAP) is a collaborative approach that considers the pillars of health, equity, and sustainability. Execution of the land management contract targets fiscal sustainability as the software implementation will result in improved service delivery efficiencies associated with more streamlined business processes and data analysis and reporting functionalities. From an environmental sustainability standpoint, the software will enable users to electronically submit plans and pay fees, thereby reducing vehicle trips necessary to complete business transactions.

FISCAL IMPACT: The Information Technology (IT) Department will cover the implementation cost and first year’s SaaS fees from the IT Capital Investment Program (CIP) budget (project number c152002 - Information Technology Applications). For subsequent fiscal years, SaaS fees will be shared between the Planning and Community Development Department and the IT Department.

At the June 13, 2023 City Council meeting, the Technology Surcharge was expanded to include all departments that use the land management system and increased from five to six percent. The Technology Surcharge special revenue fund shall be the first source of funding for annual software licensing and maintenance. The IT operational budget (101-15-10-1251-52248 Software Maintenance Services) will provide up to \$100,000 annually, if needed, based on fluctuations in the Technology Surcharge revenue. Similarly, the first year Technology Surcharge revenue may be able to reduce the expenditures from the CIP fund. Specifics pertaining the anticipated Technology Surcharge revenue are available in the attached June 13th Staff Report, with the associated resolution.

The City currently spends about \$47,100 annually for Central Square’s TRAKiT, an on-premise platform. This contract will be terminated after the successful deployment of the Tyler EPL platform. Implementation is expected to commence within six months of contract execution and to take approximately 12 months to implement.

The term of the proposed contract is five years. In years six through ten, the City will have the option to renew annually at a five percent price annual protection cap for any increase for software licensing and maintenance fees.

The charts below illustrate the anticipated fiscal impact of the purchase and implementation of Tyler EPL.

Implementation and SaaS Cost:

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Totals
Tyler EPL Annual SaaS Cost	\$301,680	\$301,680	\$301,680	\$301,680	\$301,680	\$1,508,400
Implementation Cost	\$702,320	-	-	-	-	\$702,320
Grand Total Cost	-	-	-	-	-	\$2,210,720

Funding Sources:

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Totals
IT CIP (c152002)	\$1,004,000	-	-	-	-	\$1,004,000
IT Software Maintenance Services (52248)*	-	\$100,000	\$100,000	\$100,000	\$100,000	\$400,000
Projected Technology Surcharge Revenue	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000

** IT operational budget will provide up to \$100,000 annually, if needed, based on fluctuations in the Technology Surcharge revenue.*

ATTACHMENTS:

1. CONTRACT DOCUMENTATION
2. TECHNOLOGY SURCHARGE STAFF REPORT AND ATTACHMENTS FROM CITY COUNCIL MEETING 06/13/23

Prepared By:

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IT Business Systems Analyst

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and Community Development

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Submitted By:

Ken Morgan
Director of Information
Technology

Approved By:

Matt Huffaker
City Manager



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. (also "Tyler" or "we") and Client (also, "You" or "City").

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as **Exhibit B, Schedule 1 Business Travel Policy**.
- **"Client"** means City of Santa Cruz, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If **Exhibit A Investment Summary** contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as **Exhibit A**.



- **“Invoicing and Payment”** means the invoicing and payment policy. A copy of the current Invoicing and Payment Policy is attached as **Exhibit B**.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as **Exhibit C**.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as **Exhibit E Statement of Work**.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as **Schedule 1 to Exhibit C**.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at **Exhibit D Third Party Terms**.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“You”** and similar terms mean Client, City of Santa Cruz.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant the City a non-exclusive, non-assignable, subscription to access and use the SaaS Services solely for your internal business purposes (but inclusive of any of our platform’s public portals) for the number of Defined Users only during the term of this Agreement and any extensions thereof, if any, by any method pursuant to the Statement of Work. The Tyler Software will be made available to you according to the terms of the SLA. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay Tyler the SaaS Fees, as specified in **Exhibit A Investment Summary**. Those amounts are payable in accordance with the Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. For the avoidance of doubt, use of applicable Documentation by the public is permitted in connection with public use of any of our platform's public portals.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all commercially reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process. Tyler is responsible for all cost of parts, labor, field service, and pickup and delivery costs and fees related to repairs or corrections pursuant to this Software Warranty. For a period of five (5) years from the Effective Date, and provided that this Agreement is otherwise in force, if a new release of the Tyler Software removes the functionality that was originally available to you on the Effective Date of this Agreement, we will provide alternative means for equivalent functionality at no additional cost to you beyond payment of the annual SaaS Fees.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS

Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement (“NDA”), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 Tyler will use commercially reasonable efforts and industry standards to maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of the Data (including Confidential Information), including, without limitation, measures for preventing access, use, modification, or disclosure of the Data by Tyler personnel and unauthorized third parties, except (a) to provide the Services pursuant to this Agreement (b) to prevent or address service or technical problems pursuant to this Agreement, (c) as compelled by law, or (d) as the City expressly permits in writing in advance.
- 6.3 The City will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.4 Tyler’s data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 1 hour and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
7. Notice of Data Breach. In the event of any confirmed breach of Your Data, Tyler will follow the California Data Breach Notification law, and any other applicable state or federal law. Tyler shall not charge you for any expenses associated with Tyler’s compliance with these obligations.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will perform the services in accordance with the schedule in a mutually agreed project plan.
2. Professional Services Fees. The City agrees to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are based on the scope of the project as of the Effective Date and are payable in accordance with the Invoicing and Payment Policy. For avoidance of doubt, no services beyond those listed in the Investment Summary will be added to this Agreement without mutual written consent of the parties.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. For avoidance of doubt, no services beyond those listed in the Investment Summary will be added to this Agreement without mutual written consent of the parties.
4. Cancellation. If travel is required, Tyler will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if the City cancels services less than two (2) weeks in advance (other than

for Force Majeure or breach by us), the City will be liable for all (a) non-refundable expenses incurred by us on the City's behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event the City cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards and applicable laws. In the event Tyler provides services that do not conform to this warranty, we will re-perform such services at no additional cost to the City.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to the City's personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by the City and Tyler.
7. Background Checks. All of our employees will undergo criminal background checks prior to hire. All Tyler's employees, agents, and subcontractors, if applicable, sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of the City's personnel. You agree to use all commercially reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by the City's personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay the City's SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a timely, professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours as referenced in Exhibit C;
 - 9.3 maintain competent personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to the City all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

Tyler will use all reasonable efforts to perform support services remotely. Currently, Tyler uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to the City's PCs and server(s). The City agrees to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. Tyler will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, Tyler will be responsible for travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, the City agrees to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain the City's VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. **Assignment and Removal of Staff.** After the Effective Date, and in coordination with the project kick-off activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, Tyler will provide the City with project resumes, demonstrating relevant past project experience, for project team members that are allocated for onsite services on the project. The City agrees that those resumes are for the City's information and planning purposes only.

Once Tyler's project team is assembled and the City's counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. Tyler agrees to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements.

In the event Tyler's personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, the City will notify Tyler of that deficiency and give Tyler a reasonable opportunity to correct it. In the event the deficiency persists, Tyler will replace that project member, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have reasonably sufficient experience and project knowledge to fulfill applicable obligations under the Agreement. The foregoing notwithstanding, if the replacement personnel is providing services onsite, you shall remain liable for travel expenses incurred by such personnel, to be invoiced in accordance with the Business Travel Policy.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if the City has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, the City will receive access to the Third Party Software and related documentation for internal business purposes only. The City's rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, the City will receive free and clear title to the Third Party Hardware.
 - 3.3 The City acknowledges that we are not the manufacturer of the Third Party Products. Tyler does not warrant or guarantee the performance of the Third Party Products. However, Tyler grants and passes through to the City any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If the City has purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of the City's receipt of the applicable invoice . The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to the City's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the City's notice. We will work with you to correct the issue within a reasonable period of time. If it is determined that the delivered software or service does not conform to the warranties in this Agreement, the parties will develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in the City's notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of the City's sole failure to complete the items agreed to be done by you and not due to any act or omission by us or other third-party, then you will remit full payment of the invoice unless the Dispute Resolution clause set forth in Section H(3) is timely invoked. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement, commencing on August 1, 2023, is five (5) years, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal term at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current initial term or renewal term, as applicable. Notwithstanding the foregoing, the City's annual SaaS Fees for the first five (5) annual renewals (years 6-10) will not increase more than five percent (5%) on an annualized basis. The City's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement, except as otherwise set forth in Sections F(3) and F(4).
2. Termination. Except for the expiration of the initial or renewal term, this Agreement may be terminated as set forth below. In the event of termination, both parties will immediately take action not to incur any additional obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities or to complete its duties under a mutually agreed to change order or addendum, as applicable, in connection with the Disentanglement provision at Section F(3) of this Agreement. You will pay us for all undisputed fees and expenses related to the software, products, and/or services received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2). In the event of Tyler's failure to perform pursuant to the Agreement, You reserve the right to obtain services elsewhere and seek available remedies at law or in equity.
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon the City's timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny the City's access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a breach of this Agreement as set forth in Section H(3). In accordance with the payment requirements above, City shall be entitled to a refund or offset of previously paid SaaS Fees for the time following the effective date of termination.
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more. In accordance with the payment requirements above, City shall be entitled to a refund or offset of previously paid SaaS Fees for the time following the effective date of termination.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

3. Disentanglement. In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to the City, or to any replacement providers designated by the City (a “Disentanglement”). The parties shall reasonably cooperate during Disentanglement. For the avoidance of doubt, the annual SaaS Fee rates applicable to a Disentanglement period shall be those in effect at the time of termination.
4. Return of Data. In the event of termination of this Agreement, and upon reasonable advance notice, Tyler shall promptly make all Data available to the City with a reasonable period of times, not to exceed thirty (30) calendar days, in the format of the database or other such format as may be mutually agreed upon, provided through Tyler’s FTP server or such other secure method reasonably selected by Tyler. Such Data will be provided at no additional cost.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 To the best of Tyler’s knowledge as of the Effective Date of this Agreement, Tyler’s licensed use of the Software will not infringe upon the intellectual property rights of any third party.
 - 1.2 To the fullest extent permitted by law, Tyler will defend, indemnify, and hold harmless You, your officials, officers, employees, and agents from and against any third party claim(s) that the Tyler Software or Documentation infringes a patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent), including damages, attorneys’ fees, and costs. You must notify us promptly in writing of the claim and give us control over its defense or settlement. We will not agree to a settlement that requires you to perform or abstain from any action (including but not limited to making a payment) without your consent, not to be unreasonably withheld, and we will not agree to any other settlement without giving you advance notice thereof and a reasonable opportunity to provide feedback on that proposed settlement, which feedback we will consider in good faith. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.3 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on the City's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or the City's willful infringement.
 - 1.4 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.5 If an infringement or misappropriation claim is fully litigated and the City's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional

equivalent. This section provides the City's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 To the fullest extent permitted by law, we will indemnify, defend, and hold harmless you and the City's agents, officials, officers, and employees from and against any and all third party claims, losses, liabilities, injuries, damages, costs, and expenses (including reasonable attorney's fees and costs) arising out of or in connection with (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement; or (c) our violation of Section H(18) of this Agreement. You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. We will not agree to a settlement that requires you to perform or abstain from any action (including but not limited to making a payment) without your consent, not to be unreasonably withheld, and we will not agree to any other settlement without giving you advance notice thereof and a reasonable opportunity to provide feedback on that proposed settlement, which feedback we will consider in good faith.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs for (a) personal injury or property damage to the extent caused by the City's negligence or willful misconduct; or (b) the City's violation of a law applicable to the City's performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at the City's expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR FOR THE AVOIDANCE OF DOUBT, USER ERROR SHALL NOT INCLUDE ERRORS CAUSED BY TYLER'S NEGLIGENCE OR WILLFUL MISCONDUCT.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED: (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TWO(2) TIMES THE TOTAL FEES PAYABLE DURING THE INITIAL TERM; OR (B) DURING ANY RENEWAL TERM, TWO (2) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY**

REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF EITHER OR BOTH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION OF CERTAIN DAMAGES SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
6. Insurance. Prior to the beginning and throughout the course of performing services under this Agreement, we agree to maintain and comply with the Insurance Requirements set forth and incorporated herein as **Exhibit F**. The insurance coverages required shall not in any way limit the liability of Tyler.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Compliance with Laws. Tyler, in the performance of services, will comply with all applicable laws, ordinances, orders, decrees and regulations. The fees in the Investment Summary are based, in part, on the cost of compliance with applicable laws existing as of the time of the Effective Date. Should laws applicable to Tyler’s performance under the Agreement change post-signature, Tyler reserves the right to seek a change order for the additional work, time and/or cost that may be required to comply with the new law, ordinance or regulation. Tyler will maintain the Tyler Software in accordance with applicable law.
2. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within ten (10) business days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute within thirty (30) calendar days of the notice of the dispute, or extended time period as agreed to by the parties (with either such period being the “Dispute Resolution Period”), then the parties shall participate in non-binding mediation in an effort to resolve the dispute. The parties shall commence with the mediation process within thirty (30) calendar days following the end of the Dispute Resolution Period. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. Nothing in this Agreement shall be construed to signify a waiver of the requirement for filing a claim in compliance with the California Tort Claims Act, Gov’t Code section 800 et seq.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law. Consultant agrees to be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to the City's project.
7. Subcontractors. We will not subcontract any services under this Agreement without the City's prior written consent, not to be unreasonably withheld. If at any time, the City determines any subcontractor is incompetent or unqualified, Tyler will be notified. Any decisions to remove a subcontractor from the project will be mutually agreed to by Tyler and the City. Should Tyler and the City disagree on the removal of any subcontractor, the parties will utilize the Dispute Resolution process outlined in this Agreement. Tyler shall require and verify that all insurance requirements stated in Exhibit F, including naming the City of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds, are enforceable against any subcontractor. Any modifications to the insurance requirements for subcontractors must be agreed to by the City in writing.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either the City's or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, the City's consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Both parties will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you

and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between the City and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for the City's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. Tyler, its employees and others under Tyler's supervision and control, is an independent contractor for all purposes under this Agreement, solely responsible for its own acts and omissions, and shall not be considered an employee of the City for any purpose.
15. Tyler Not an Agent. Except as City may specify in writing, Tyler shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Tyler shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
16. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party if personally served; (b) upon delivery by sender if delivery is by overnight courier (i.e. Federal Express); (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage, priority mail or certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
17. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be

confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice prior to any disclosure, and otherwise perform the functions required by applicable law.

19. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of the City's Data. In the event we detect malware or other conditions associated with the City's Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the right to move all of City's Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice if advance notice is not practicable or in the event of an emergency. The City's Data will remain in such quarantine to the extent necessary and/or for a period of at least six (6) months during which time we will promptly review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the period of quarantine, we will coordinate with you the restoration of the City's Data to a non-quarantined environment. In the event the City's Data must remain in quarantine beyond a six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon the City's request. Tyler agrees to use commercially reasonable efforts to not allow the quarantine of City Data to interfere with the functionality of the SaaS Services and the City's use of the SaaS Services.

20. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

Tyler agrees to provide proof of a current City of Santa Cruz Business Tax Certificate if Tyler:

- Has a place of business located in the City of Santa Cruz;
- Will perform actual work in the City of Santa Cruz for six (6) or more days annually; or
- Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.

For additional information and licensing requirements, view the City's Business Licenses and Permits webpage or call the Revenue and Taxation division at 831/420-5070.

21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of CA, without regard to its rules on conflicts of law.

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple



originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

23. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
24. Data & Insights Solution Terms. The City's use of certain Tyler solutions includes Tyler's Data & Insights data platform. The City's rights, and the rights of any of the City's end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, attached hereto as Exhibit G.
25. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms - Reserved
Exhibit E	Statement of Work
Exhibit F	Insurance Requirements
Exhibit G	Data & Insights SaaS Services Terms of Service
Exhibit H	Tyler's Proposal
Exhibit I	City's Request for Proposal

In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of precedence:

- This Agreement, Exhibits A-G
- Exhibit H – Tyler's Proposal
- Exhibit I – City's Request for Proposal

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Santa Cruz

By: Robert Kennedy-Jensen

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Group General Counsel

Title: _____

Date: 6/15/23

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Santa Cruz
809 Center Street, Room 8
Santa Cruz, California 95060-3826
Attention: Michael Schmidt

Phone Number: 800-772-2260

Phone Number: 831-420-5003

Approved as to form:

Barbara H. Choi June 15, 2023
Office of the City Attorney Date





Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation inserted on the following pages.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit A
Investment Summary



Quoted By: Christina Young
 Quote Expiration: 06/30/23
 Quote Name: City of Santa Cruz-LGD-EG-PLM
 Quote Description: Tyler EnerGov SaaS_Option - 150 user enterprise license for Permitting and Licensing
 SaaS Term: 5.00

Sales Quotation For:

City of Santa Cruz
 809 Center St Rm 100
 Santa Cruz CA 95060-3826
 Phone: +1 (831) 420-5030

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
Civic Access - Business Management	1	40	\$ 14,795.00
Civic Access - Community Development	1	40	\$ 14,795.00
Community Development API Toolkit	1	88	\$ 9,469.00
Credit Card Payment Interface	1	88	\$ 3,551.00
Decision Engine	1	8	\$ 12,500.00
e-Reviews	1	132	\$ 29,590.00
Enterprise Permitting & Licensing Core Foundation Bundle	1	24	\$ 3,255.00
Enterprise Permitting & Licensing Suite (EPL) License	150	1552	\$ 266,250.00
My Civic	1	136	\$ 16,000.00
Workforce Mobile	25	32	\$ 14,800.00
Data Insights			
Enterprise Permitting & Licensing Advanced Automation Bundle	1	40	\$ 2,290.00
Additional			
EnerGov IVR	1	0	\$ 14,918.00
GIS Site License	1	8	\$ 22,488.00

2022-383921-JZ20K4

CONFIDENTIAL

Page 1

Sub-Total:	\$ 424,701.00
<i>Less Discount:</i>	<i>\$ 123,021.00</i>
TOTAL	2188
	\$ 301,680.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Additional Data Conversion Hours	40	\$ 250.00	\$ 0.00	\$ 10,000.00	\$ 0.00
Enterprise Permitting & Licensing Custom Report Development (3 pack)	1	\$ 9,000.00	\$ 0.00	\$ 9,000.00	\$ 0.00
Fixed Fee Premium 20%	1	\$ 111,590.00	\$ 0.00	\$ 111,590.00	\$ 0.00
Project Management	276	\$ 200.00	\$ 0.00	\$ 55,200.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 31,850.00	\$ 0.00
Onsite Implementation	568	\$ 225.00	\$ 0.00	\$ 127,800.00	\$ 0.00
Remote Implementation	1620	\$ 200.00	\$ 0.00	\$ 324,000.00	\$ 0.00
TOTAL				\$ 669,440.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 301,680.00
Total Tyler Services	\$ 669,440.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 669,440.00	\$ 301,680.00
Contract Total	\$ 2,177,840.00	
Estimated Travel Expenses excl in Contract Total	\$ 32,880.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Business License				
Business Licenses Std Master	1	\$ 6,000.00	\$ 0.00	\$ 6,000.00
Conversions				
Community Development	1	\$ 25,850.00	\$ 0.00	\$ 25,850.00
TOTAL				\$ 31,850.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Civic Services			
Civic Access - Business Management	\$ 14,795.00	\$ 4,439.00	\$ 10,356.00
Civic Access - Community Development	\$ 14,795.00	\$ 4,439.00	\$ 10,356.00
Community Development API Toolkit	\$ 9,469.00	\$ 2,841.00	\$ 6,628.00
Credit Card Payment Interface	\$ 3,551.00	\$ 1,065.00	\$ 2,486.00
Decision Engine	\$ 12,500.00	\$ 3,750.00	\$ 8,750.00

e-Reviews	\$ 29,590.00	\$ 8,877.00	\$ 20,713.00
Enterprise Permitting & Licensing Core Foundation Bundle	\$ 3,255.00	\$ 977.00	\$ 2,278.00
Enterprise Permitting & Licensing Suite (EPL) License	\$ 266,250.00	\$ 79,950.00	\$ 186,300.00
My Civic	\$ 16,000.00	\$ 4,800.00	\$ 11,200.00
Workforce Mobile	\$ 14,800.00	\$ 4,450.00	\$ 10,350.00
Data Insights			
Enterprise Permitting & Licensing Advanced Automation Bundle	\$ 2,290.00	\$ 687.00	\$ 1,603.00
Additional			
EnerGov IVR	\$ 14,918.00	\$ 0.00	\$ 14,918.00
GIS Site License	\$ 22,488.00	\$ 6,746.00	\$ 15,742.00
TOTAL	\$ 424,701.00	\$ 123,021.00	\$ 301,680.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 25 unique business transactions, 25 template business transactions, 15 geo-rules and 15 automation events. Configuration elements beyond this will be owned by the client.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 14 unique business transactions, 14 template business transactions, 7 geo-rules and 7 automation events. Configuration elements beyond this will be owned by the client.



Exhibit B Invoicing and Payment Policy

Tyler will provide the City with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice the City for the applicable software and services in the Investment Summary as set forth below. The City's rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. The City's annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, the City's annual SaaS Fees for the first five (5) annual renewals (years 6-10) will not increase more than five percent (5%) on an annualized basis. Subsequent SaaS Fees after year ten (10) will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. Notwithstanding anything to the contrary in this Exhibit B payment for services fees during the implementation will be made in accordance with the following schedule:

Phase	Milestone ID	Description	Milestone %	Milestone Payment w/o Travel
1	1.1	Initiate and Plan Stage Acceptance	10%	\$ 61,859
1	1.2	Assess and Define Stage Acceptance	20%	\$ 123,718
1	1.3	Prepare Solution Stage Acceptance	25%	\$ 154,647
1	1.4	Production Readiness Stage Acceptance	25%	\$ 154,647
1	1.5	Production Stage Acceptance	10%	\$ 61,859
1	1.6	Close Stage Acceptance	10%	\$ 61,859
1		Custom Report Development- Specification Delivery	50%	\$ 4,500
1		Custom Report Development- Final Delivery	50%	\$ 4,500
1		Data Conversion - First Pass	50%	\$ 20,925
1		Data Conversion - Final Pass	50%	\$ 20,925
		Total		\$ 669,440

2.2 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.



2.3 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30 day window has passed. You may still report Defects to us as set forth in this Agreement.

2.4 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

4. **Transaction Fees.** Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B Invoicing and Payment Policy as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available. Both parties agree that international travel is not authorized under this Agreement. Travel reimbursements are paid after the completion of travel. There are no travel advances. Purchase of alcohol is not reimbursable. Tips, outside of those included in per diem amounts, are not reimbursable. Tyler personnel will exercise prudence in incurring expenses.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B Invoicing and Payment
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates. “No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO,

and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. The City's Responsibilities

Whenever you experience Downtime, the City must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide the City advance notice of those windows and will coordinate to the greatest extent possible with the City.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.





Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products
(<https://tylertech.csod.com/client/tylertech/default.aspx>)

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
<p style="text-align: center;">1 Critical</p>	<p>Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.</p>	<p>Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.</p>
<p style="text-align: center;">2 High</p>	<p>Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.</p>	<p>Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten(10) business days. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.</p>

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D
Third Party Terms

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Exhibit E
Statement of Work



City of Santa Cruz

SOW from Tyler Technologies, Inc.

05/16/2023

Presented to:
Michael Schmidt
809 Center St Rm #8
Santa Cruz, CA 95060-3826

Contact:
Chuck Newberry
Email: Chuck.Newberry@TylerTech.com
2530 Sever Road, Suite 200, Lawrenceville, GA 30043

Table of Contents

- PART 1: EXECUTIVE SUMMARY 1**
- 1. Project Overview 1**
 - 1.1 Introduction 1
 - 1.2 Project Goals 1
 - 1.3 Methodology..... 1
- PART 2: PROJECT FOUNDATION 3**
- 2. Project Governance 3**
- 3. Project Scope Control 4**
 - 3.1 Managing Scope and Project Change 4
 - 3.2 Change Control 4
 - 3.3 Change Request Management..... 4
- 4. Acceptance Process 6**
- 5. Roles and Responsibilities..... 6**
 - 5.1 Tyler Roles & Responsibilities 6
 - 5.1.1 Tyler Executive Manager..... 7
 - 5.1.2 Tyler Implementation Manager 7
 - 5.1.3 Tyler Project Manager..... 7
 - 5.1.4 Tyler Implementation Consultant 8
 - 5.1.5 Tyler Sales 8
 - 5.1.6 Tyler Technical Services 8
 - 5.2 City of Santa Cruz Roles & Responsibilities..... 9
 - 5.2.1 City of Santa Cruz Executive Sponsor..... 9
 - 5.2.2 City of Santa Cruz Steering Committee..... 9
 - 5.2.3 City of Santa Cruz Project Manager 10
 - 5.2.4 City of Santa Cruz Functional Leads 11
 - 5.2.5 City of Santa Cruz Power Users..... 12
 - 5.2.6 City of Santa Cruz End Users 12
 - 5.2.7 City of Santa Cruz Technical Lead 12
 - 5.2.8 City of Santa Cruz Change Management Lead..... 13
- PART 3: PROJECT PLAN..... 14**
- 6. Project Stages.....14**
 - 6.1 Initiate and Plan 15
 - 6.1.1 Initial Coordination 15
 - 6.1.2 Project/Phase Planning..... 16
 - 6.1.3 Infrastructure Planning 17



6.1.4	Stakeholder Meeting.....	18
6.1.5	GIS Preparation	19
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	20
6.2	Assess & Define.....	21
6.2.1	Solution Orientation.....	21
6.2.2	Current & Future State Analysis.....	21
6.2.3	Conversion Assessment	23
6.2.4	Intentionally left blank.....	24
6.2.5	Intentionally left blank.....	24
6.2.6	Control Point 2: Assess & Define Stage Acceptance.....	24
6.3	Prepare Solution	24
6.3.1	Initial System Deployment	24
6.3.2	Configuration	25
6.3.3	Process Refinement	26
6.3.4	Conversion Delivery	28
6.3.5	Intentionally left blank.....	29
6.3.6	Intentionally left blank.....	29
6.3.7	Control Point 3: Prepare Solution Stage Acceptance.....	29
6.4	Production Readiness	30
6.4.1	Solution Validation.....	30
6.4.2	Go-Live Readiness	31
6.4.3	End User Training.....	32
6.4.4	Control Point 4: Production Readiness Stage Acceptance.....	33
6.5	Production.....	33
6.5.1	Go-Live	34
6.5.2	Transition to Client Services.....	35
6.5.3	Post Go-Live Activities.....	36
6.5.4	Control Point 5: Production Stage Acceptance.....	37
6.6	Close.....	37
6.6.1	Phase Closeout.....	37
6.6.2	Project Closeout.....	38
6.6.3	Control Point 6: Close Stage Acceptance.....	39
7.	General Assumptions.....	39
7.1	Project.....	40
7.2	Organizational Change Management	40
7.3	Resources and Scheduling	40
7.4	Data.....	41
7.5	Facilities.....	41
8.	Glossary	42
PART 4:	APPENDICES	45
9.	Conversion	45
9.1	Enterprise Permitting & Licensing Conversion Summary	45



9.1.1	Community Development.....	45
9.1.2	Business Management.....	45
10.	Additional Appendices	47
10.1	Enterprise Permitting & Licensing Definitions	47
10.1.1	“Template Business Transactions”	47
10.1.2	“Unique Business Transactions”	47
10.1.3	“Geo-Rules”	47
10.1.4	“Automation Events”	48
10.1.5	“Enterprise Permitting & Licensing SDK/API (Toolkits)”	48
11.	Project Timeline.....	49
11.1	EPL Project Timeline.....	49



Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City of Santa Cruz (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Enhance communication/notification both internally and externally as workflows progress or status changes
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows that encompass the City’s document management, ERP, Point of Sale, & Plan Review systems
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry
- Improve reporting and data analysis capabilities and minimize need for custom report development
- Capitalize on Tyler’s native GIS integration to streamline planning, permitting, and inspection processes
- Conversion and migration of existing data into the new system
- Ensure an effective training plan for City staff

1.3 Methodology

This is accomplished by the City of Santa Cruz and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective



communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City of Santa Cruz’s complexity and organizational needs.

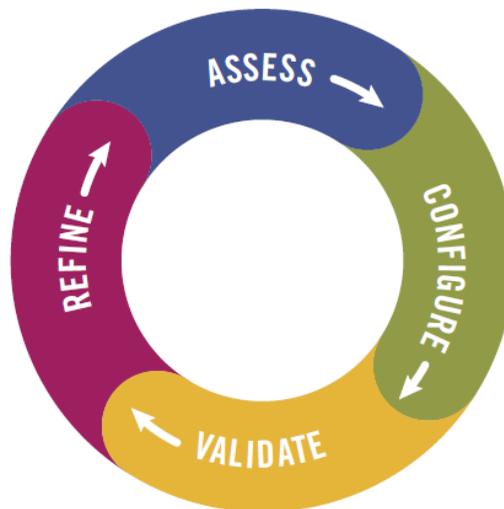
Tyler’s Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City of Santa Cruz and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City of Santa Cruz and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler’s Implementation process is to employ an iterative model where the City of Santa Cruz’s business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



Part 2: Project Foundation

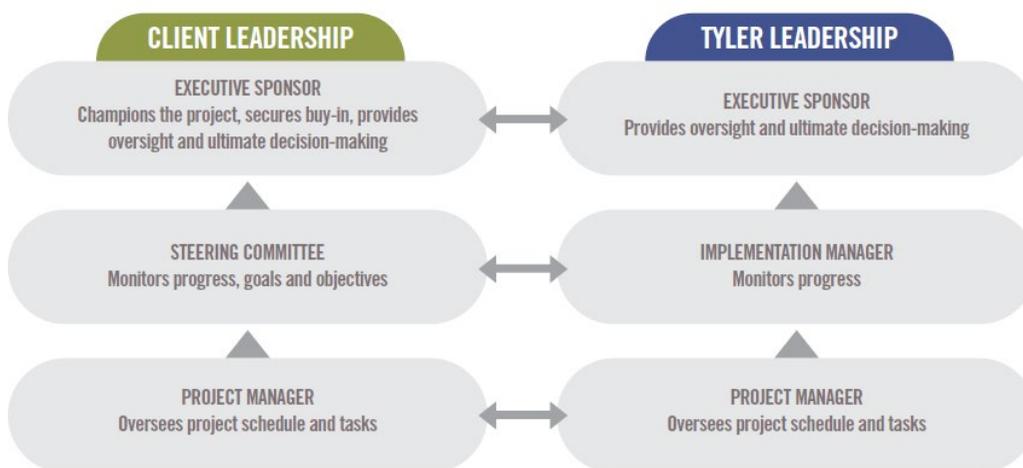
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City of Santa Cruz collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Santa Cruz Steering Committee become the escalation points to triage responses prior to escalation to the City of Santa Cruz and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City of Santa Cruz and Tyler executive sponsors serve as the final escalation point.

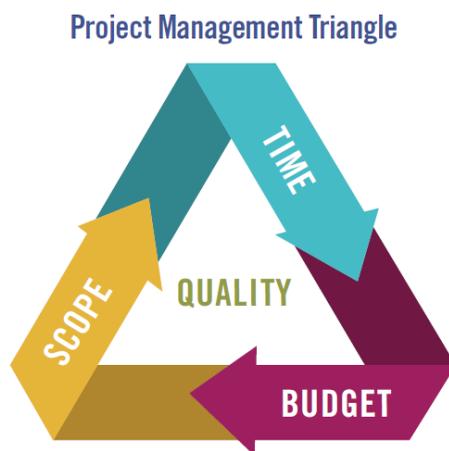
Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City of Santa Cruz; for example, the City of Santa Cruz may decide it no longer

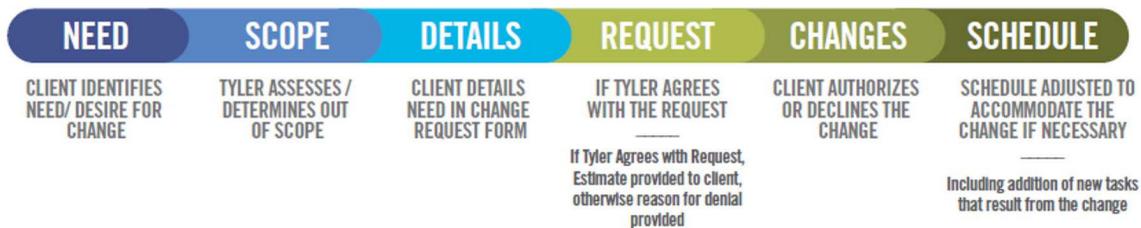


needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimates of the additional cost or associated savings to the City of Santa Cruz, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City of Santa Cruz will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City of Santa Cruz). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City of Santa Cruz office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City of Santa Cruz will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City of Santa Cruz feedback and approval on Project deliverables will be critical to the success of the Project. The City of Santa Cruz project manager will strive to gain deliverable and decision approvals from all authorized City of Santa Cruz representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City of Santa Cruz department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City of Santa Cruz shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City of Santa Cruz does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Santa Cruz does not agree the Deliverable or Control Point meets requirements, the City of Santa Cruz shall notify Tyler project manager(s), in writing, with reasoning within seven (7) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Santa Cruz shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Santa Cruz does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City of Santa Cruz and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City of Santa Cruz, but are roles defined within the Project. It is common for individual resources on both the Tyler and City of Santa Cruz project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of Santa Cruz 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City of Santa Cruz 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City of Santa Cruz management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City of Santa Cruz, the Tyler Project Manager provides regular updates to the City of Santa Cruz Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone signoffs for acceptance by the City of Santa Cruz project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City of Santa Cruz project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City of Santa Cruz and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City of Santa Cruz any items that may impact the outcomes of the Project.
- Collaborates with the City of Santa Cruz 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Drives the requirements gathering process with support from the City of Santa Cruz project manager(s), facilitating effective information gathering.
- Collaborates with the City of Santa Cruz 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City of Santa Cruz and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, data conversion, installation and deployment planning, reports, implementation, training, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City of Santa Cruz through software validation process following configuration.
- Assists during Go-Live process and provides support until the City of Santa Cruz transitions to Client Services.
- Facilitates training sessions and discussions with the City of Santa Cruz and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Provides data conversion review, guidance, and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City of Santa Cruz.
- Loads City of Santa Cruz provided GIS data into the system.

5.2 City of Santa Cruz Roles & Responsibilities

City of Santa Cruz resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City of Santa Cruz Executive Sponsor

The City of Santa Cruz executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City of Santa Cruz steering committee, project manager(s), and functional leads to make critical business decisions for the City of Santa Cruz.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City of Santa Cruz Steering Committee

The City of Santa Cruz steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of Santa Cruz project manager and Project through participation in regular internal meetings. The City of Santa Cruz steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of Santa Cruz steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City of Santa Cruz Policies
 - Needs of other client projects



5.2.3 City of Santa Cruz Project Manager

The City of Santa Cruz shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City of Santa Cruz Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of Santa Cruz project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City of Santa Cruz project manager(s) are responsible for reporting to the City of Santa Cruz steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- With guidance of the Tyler project manager, defines project tasks and resource requirements for the City of Santa Cruz project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City of Santa Cruz and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City of Santa Cruz staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Collaborates with the Tyler project manager on the requirements gathering process, ensuring appropriate City representation, and timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.



- Identifies and coordinates all City of Santa Cruz resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of Santa Cruz technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City of Santa Cruz Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City of Santa Cruz project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City of Santa Cruz resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation



5.2.5 City of Santa Cruz Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City of Santa Cruz business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City of Santa Cruz staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City of Santa Cruz End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City of Santa Cruz Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City of Santa Cruz third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City of Santa Cruz's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City of Santa Cruz GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City of Santa Cruz GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City of Santa Cruz Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.



- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of Santa Cruz’s software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City of Santa Cruz and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City of Santa Cruz Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



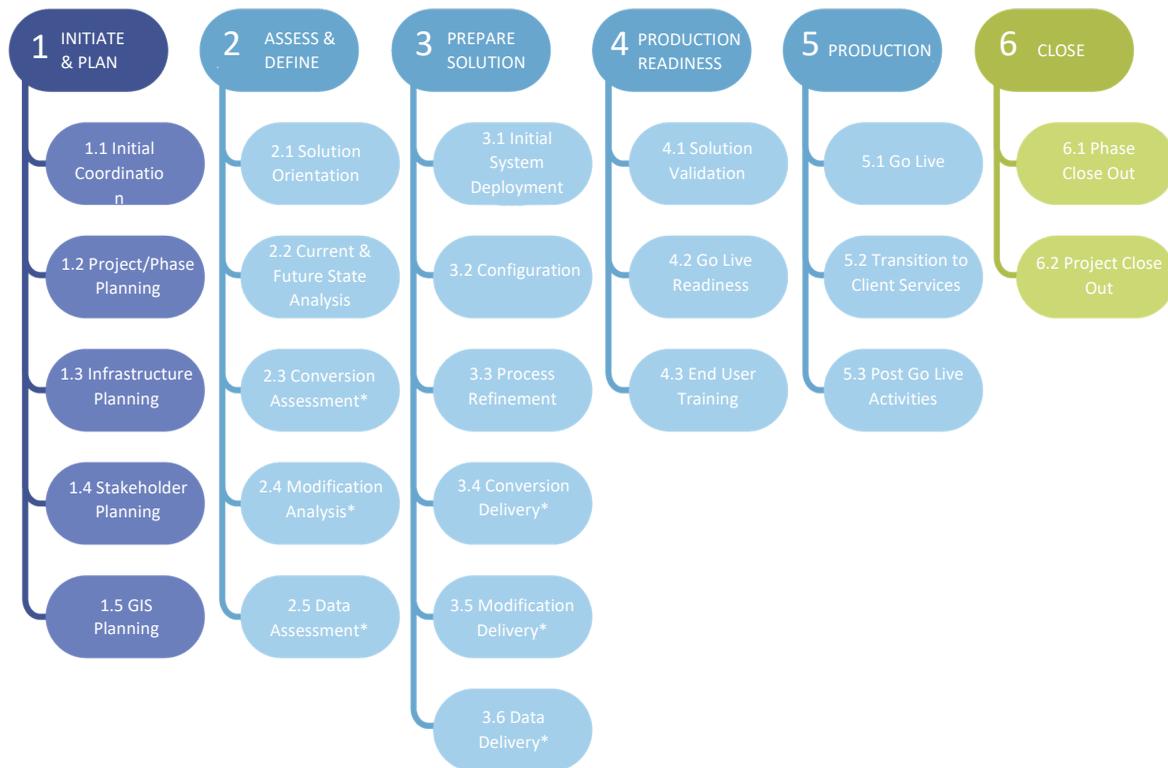
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City of Santa Cruz.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



Our 12-month standard implementation schedule is based on hundreds of implementations and has been proven to work: Over 80% of our EP&L clients go live exactly on-time. Breakdown is shown below:

- Stage 1: Initiate & Plan**
1 month pre-planning (pre-kick-off)
- Stage 2: Assess & Define**
2 months
- Stage 3: Prepare Solution**
6 months
- Stage 4: Production Readiness**
3 months
- Stage 5 & 6: Production & Close**
1 month

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City of Santa Cruz with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City of Santa Cruz gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City of Santa Cruz’s team. During this step, Tyler will work with the City of Santa Cruz to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City of Santa Cruz project team.

STAGE 1	Initial Coordination	
	Tyler	City of Santa Cruz



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City of Santa Cruz project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City of Santa Cruz		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City of Santa Cruz to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City of Santa Cruz Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City of Santa Cruz’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.



Tyler will work with the City of Santa Cruz Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City of Santa Cruz with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	City of Santa Cruz provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City of Santa Cruz has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will



install Licensed Software on application server(s) or train the City of Santa Cruz to install License Software. The City of Santa Cruz is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City of Santa Cruz’s infrastructure meets Tyler’s application requirements.
- Ensure the City of Santa Cruz’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

*if applicable, please review the contract/investment summary for details

Inputs	Initial Infrastructure Requirements and Design Document
--------	---

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements and Design Document	Delivery of Document
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of Santa Cruz Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City of Santa Cruz team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:



- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City of Santa Cruz offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City of Santa Cruz GIS data sources and formats.
- Tyler to understand the City of Santa Cruz’s GIS needs and practices.
- Ensure the City of Santa Cruz’s GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation	
	Tyler	City of Santa Cruz



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
	Initial GIS Planning Meeting	A	R				C				C						C
	Determine all GIS Data Sources			I			I		A					R			C
	Provide Source GIS Data			I			I		A					R			C
	Review GIS Data and Provide Feedback	A	R				C							I			C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City of Santa Cruz is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City of Santa Cruz
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)



6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of Santa Cruz business processes. This information will be used to identify and define business processes utilized with Tyler software. The City of Santa Cruz collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of Santa Cruz team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City of Santa Cruz team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City of Santa Cruz for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City of Santa Cruz and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The



options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City of Santa Cruz will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City of Santa Cruz’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City of Santa Cruz current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:



- City of Santa Cruz attendees possess sufficient knowledge and authority to make future state decisions.
- The City of Santa Cruz is responsible for any documentation of current state business processes.
- The City of Santa Cruz can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City of Santa Cruz Source data
	City of Santa Cruz Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City of Santa Cruz Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:



- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City of Santa Cruz representatives to identify business rules before writing the conversion.
- City of Santa Cruz subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City of Santa Cruz against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City of Santa Cruz can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City of Santa Cruz



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City of Santa Cruz Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on City of Santa Cruz Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System meets prescribed checklist
Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City of Santa Cruz will provide network access for Tyler modules, printers, and Internet access to all applicable City of Santa Cruz and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City of Santa Cruz to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City of Santa Cruz collaborates with Tyler staff iteratively to validate software configuration.

Objectives:



- Software is ready for validation.
- Educate the City of Santa Cruz Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City of Santa Cruz configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City of Santa Cruz is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City of Santa Cruz users on how to execute processes in the system to prepare them for the validation of the software. The City of Santa Cruz collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:



- Ensure that the City of Santa Cruz understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City of Santa Cruz Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City of Santa Cruz-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan



Completed City of Santa Cruz-specific process documentation (completed by City of Santa Cruz)	
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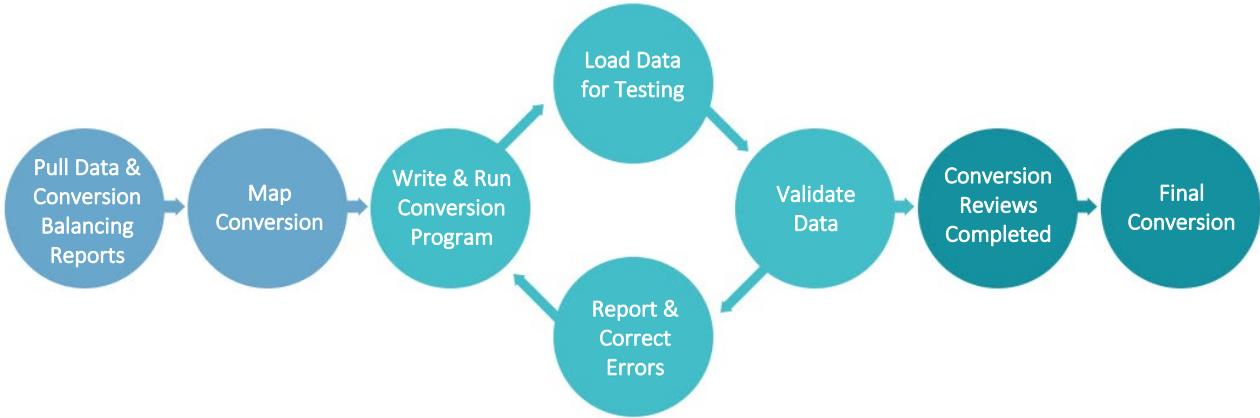
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City of Santa Cruz’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City of Santa Cruz will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of Santa Cruz to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads



Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City of Santa Cruz will provide a single file layout per source system as identified in the investment summary.
- The City of Santa Cruz subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City of Santa Cruz project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.



- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City of Santa Cruz team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City of Santa Cruz to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City of Santa Cruz verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City of Santa Cruz organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City of Santa Cruz								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
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Completed work product from prior stages (configuration, business process, etc.)	
Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
	Solution Validation Report City of Santa Cruz updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City of Santa Cruz will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City of Santa Cruz has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City of Santa Cruz will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C



Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City of Santa Cruz-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City of Santa Cruz signoff that training was delivered

Work package assumptions:

- The City of Santa Cruz project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City of Santa Cruz as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of Santa Cruz departments.
- The City of Santa Cruz will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City of Santa Cruz will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City of Santa Cruz to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.



6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City of Santa Cruz and Tyler will complete work assigned to prepare for Go-Live.

The City of Santa Cruz provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City of Santa Cruz manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City of Santa Cruz during Go-Live activities. The City of Santa Cruz transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City of Santa Cruz data available in Production environment.

STAGE 5	Go-Live																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City of Santa Cruz confirms data is available in production environment

Work package assumptions:

- The City of Santa Cruz will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City of Santa Cruz business processes required for Go-Live are fully documented and tested.
- The City of Santa Cruz Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of Santa Cruz Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City of Santa Cruz teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City of Santa Cruz onto the Tyler Client Services team, who provides the City of Santa Cruz with assistance following Go-Live, officially transitioning the City of Santa Cruz to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City of Santa Cruz teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer City of Santa Cruz to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			



Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of Santa Cruz transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City of Santa Cruz for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City of Santa Cruz teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							City of Santa Cruz									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						



Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City of Santa Cruz
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City of Santa Cruz may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City of Santa Cruz teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out	
	Tyler	City of Santa Cruz



<p> RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City of Santa Cruz and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City of Santa Cruz acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City of Santa Cruz will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when



acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City of Santa Cruz Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City of Santa Cruz project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City of Santa Cruz is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City of Santa Cruz to make process changes.
- The City of Santa Cruz is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City of Santa Cruz is responsible for managing Organizational Change. Impacted City of Santa Cruz resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City of Santa Cruz resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City of Santa Cruz resources will participate in scheduled activities as assigned in the Project Schedule.
- The City of Santa Cruz team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City of Santa Cruz will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City of Santa Cruz will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.



- The City of Santa Cruz makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City of Santa Cruz will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City of Santa Cruz will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City of Santa Cruz is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City of Santa Cruz representatives to identify business rules before writing the conversion. The City of Santa Cruz must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Santa Cruz will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City of Santa Cruz Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City of Santa Cruz is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City of Santa Cruz will provide dedicated space for Tyler staff to work with City of Santa Cruz resources for both on-site and remote sessions. For remote sessions, it is preferred that Subject Matter Experts work in the same room together. However, if SMEs need to work at their desks and can do so without external interruptions, that is acceptable. For on-site sessions, the City of Santa Cruz needs to provide the following, in a space that can comfortably accommodate all attendees:
 - Display Projector (overhead or connection to screens meeting attendees can see)
 - Workstation for the Tyler Consultant, with access to EnerGov Production, Test and Train
 - White/Blackboard/Easel with requisite markers
 - High Speed Internet connection
- If Phases overlap, City of Santa Cruz will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City of Santa Cruz will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise Permitting & Licensing Conversion Summary

9.1.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated permit, plan, etc.
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.1.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
- Unique (keyed) contacts converted to global contacts



- Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated license, code case, etc.
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
- Fees
- Payments
- Notes



10. Additional Appendices

10.1 Enterprise Permitting & Licensing Definitions

10.1.1 “Template Business Transactions”

- A pre-defined and pre-configured Enterprise Permitting & Licensing business process from Enterprise Permitting & Licensing’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the Enterprise Permitting & Licensing application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the “Zones” tab of the record (i.e., plan, permit, code case, etc.).



10.1.4 “Automation Events”

10.1.4.1 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the Enterprise Permitting & Licensing system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 “Enterprise Permitting & Licensing SDK/API (Toolkits)”

- APIs developed by Tyler Technologies for extending the Enterprise Permitting & Licensing Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The Enterprise Permitting & Licensing toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The City of Santa Cruz is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.



11. Project Timeline

11.1 EPL Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

Tyler works to begin a project within six (6) months after contract signing.

Phase	Functional Area(s)	Modules	Start Date	Go-Live Date
1	Enterprise Permitting and Licensing – Business Management/Community Development	<ul style="list-style-type: none"> • Business Management Suite • Civic Access – Business Management • Civic Access – Community Development • Community Development Suite • Content Management Interface • Decision Engine • e-Reviews • Enterprise Permitting & Licensing Core Foundation Bundle • Report Toolkit • Workforce Mobile • Enterprise Permitting & Licensing Advanced Automation Bundle • GIS Site License 	<p>Estimated 10/01/2023</p>	10/01/2024





Exhibit F

Insurance Requirements

a. CERTIFICATE REQUIREMENTS

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 1200 Pacific Ave., Suite 290, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the City, unless a longer duration is required.

b. MINIMUM SCOPE AND LIMITS OF INSURANCE

Tyler acknowledges that the insurance coverage and policy limits set forth in this section constitute the amount of coverage required.

Coverage will be:

- **COMMERCIAL GENERAL LIABILITY (CGL):** \$1,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE.
Coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided
- **AUTOMOBILE LIABILITY:**
Coverage for \$1,000,000, on industry standard form covering any auto, per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE:** \$1,000,000 per accident for bodily injury or disease.

Tyler agrees to waive subrogation on claims under our Workers' Compensation policy that arise out of or relate to this Agreement and are between Tyler and the City, except to the extent the damage or injury is caused by the City.

- **For Data Security and Privacy Liability**

1. Tyler shall maintain one or more insurance policies - **Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance** coverage in the amount of \$5,000,000 per occurrence or claim,



\$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in this Agreement.

c. OTHER INSURANCE PROVISIONS

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**
The City, its officers, officials, employees, and volunteers are to be included as additional insureds on the CGL and Auto policies for claims caused, in whole or in part, by Tyler as respects this Agreement. Additional insured status is issued by blanket wording; copies of certificates of insurance will be provided.
- **PRIMARY COVERAGE**
For any claims under Tyler's CGL and Auto policies that are caused, in whole or in part, by Tyler, Tyler's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Tyler's insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**
Tyler shall provide at least thirty (30) days' notice of cancellation or non-renewal of any required coverage that is not replaced.
- **WAIVER OF SUBROGATION**
Tyler agrees to waive subrogation on claims under our CGL, Auto Liability and Worker's Compensation insurance policies that arise out of or relate to this Agreement and are between Tyler and Client, except to the extent the damage or injury is caused by Client. Consultant agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The waiver of subrogation is issued by blanket wording; copies of certificates of insurance will be provided.
- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**
The excess/liability policies will provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must **follow form** the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

- **SELF-INSURED RETENTIONS**
Self-insured retentions must be declared to the City.

- ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII.

- CLAIMS MADE POLICIES

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of any services performed under this Agreement.
2. Insurance must be maintained, and evidence of insurance must be provided for a period of three (3) years after termination of this Agreement.
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Effective Date, Tyler must purchase "extended reporting" coverage for a period of *three (3)* years after termination of this Agreement.

- VERIFICATION OF COVERAGE

Tyler will furnish the City with Certificates of Insurance reflecting all required amendatory endorsement status required by this Agreement. However, failure to obtain the required documents prior to the work beginning will not waive Tyler's obligation to provide them.

d. SUBCONTRACTORS

Tyler shall require that all subcontractors maintain insurance meeting all the requirements stated herein.



Exhibit G
Data & Insights SaaS Services Terms of Services



Data & Insights SaaS Services Terms of Service

Updated 04/21/2022

This Data & Insights SaaS Services Terms of Services governs your use of the following solutions:

Property & Recording

- Assessment Connect
- Open Assessment

Enterprise Permitting & Licensing

- Enterprise Permitting & Licensing Business Management Feeds
- Enterprise Permitting & Licensing Community Development Feeds
- Community Development Executive Insights
- Enterprise Permitting & Licensing Advanced Automation with Executive Insights
- Enterprise Analytics and Reporting with Executive Insights
- Business Management Executive Insights
- Enterprise ERP Revenue Insights
- Citizen Connect
- Economic Intelligence

Enterprise ERP

- Enterprise ERP Analytics & Reporting w Executive Insights
- Enterprise ERP Financial Insights - Bundled
- Enterprise ERP Payroll & HR Insights
- Capital Project Explorer
- Citizen Connect
- Data & Insights Open Data
- Open Finance
- Economic Intelligence
- Executive Insights, ERP

Courts & Justice

- Court Analytics
- eFile Analytics
- Probation Analytics/Supervision Analytics
- Pre-trial Analytics

Public Safety

- Public Safety Analytics
- Law Enforcement Explorer
- Citizen Connect
- Law Enforcement Analytics
- Performance Dashboards

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Data & Insights SaaS Services and has used such software in support of commercial and government programs; and

WHEREAS, Client desires to acquire from Tyler and Tyler wishes to grant to Client a non-exclusive license to use the Data & Insights SaaS Services as further defined, permitted, conditioned, and restricted below.

Terms of Use Contents

- [Section A: Definitions](#)
- [Section B: Data & Insights SaaS Services](#)
- [Section C: Warranty](#)
- [Section D: Third-Party Services](#)
- [Section E: Term](#)
- [Section F: Limitation of Liability](#)
- [Section G: Additional Terms and Conditions for Data & Insights SaaS Services With Open Data Functionality](#)
- [Section H: Additional Terms and Conditions for Third-Party Data Vendor Solutions/ Applications](#)

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

These Data & Insights SaaS Services Terms of Service govern the use and license rights associated with the Data & Insights SaaS Services. The parties are referred to herein individually as Party or collectively as Parties. Capitalized terms used in these Data & Insights SaaS Services Terms of Service but not defined herein are defined in the Base Agreement or other agreement with us governing your use of the Tyler software and services.

Section A - Definitions

- **"Base Agreement"** means the agreement executed by you and Tyler to which you are adding Data & Insights SaaS Services through signature upon an Order Form. For the avoidance of doubt, a Base Agreement is not an agreement signed by an entity Tyler acquired.
- **"API"** means application-programming interface.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the Data & Insights SaaS Services but excluding Third-Party Services.
- **"Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Data & Insights Agreement"** means this Data & Insights SaaS Services Terms of Service and any special conditions agreed to by the Parties and included in the Order Form.
- **"Data & Insights SaaS Services"** means the Data & Insights off the shelf, cloud-based software service and related services, including support services, as specified under this Data & Insights SaaS Services Terms of Service. Data & Insights SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"Data Storage"** means the contracted amount of storage capacity for your Client Data.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Effective Date"** means the date subscription start date identified in the Order Form or Purchase Order.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service.
- **"Monthly Active Users" or "Users"** used interchangeably, means a user that is logged in and accesses the Data & Insights SaaS Services.
- **"Order Form" or "Purchase Order"** means an ordering document, referencing or including a Quote or Investment Summary, specifying the Data & Insights SaaS Services and any Professional Services to be provided hereunder that is entered into between Client and Tyler, including any addenda and supplements thereto.
- **"Quote" or "Investment Summary"** means an estimate provided by Tyler for the SaaS Services or Professional Services.
- **"Third-Party Data"** means an aggregated dataset solution by a third-party data provider and shall be treated as Confidential Information.
- **"Third-Party Data Purpose"** means to use the Third-Party Data alone or in conjunction with other intelligence, data, or logic for internal modeling, targeting, measurement, and internal reporting solely for the benefit of the Client.
- **"Third-Party Services"** means if any, third-party web-based services, content, or platforms, including but not limited to third party stock photos and third-party map location services, which are available at no additional charge to you through the Data & Insights SaaS Services.
- **"Updates"** means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the SaaS Software or Third-Party Data licensed to Client that Tyler generally makes available free of charge to licensees of the solutions.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

Section B - Data & Insights SaaS Services

1. Rights Granted. As of the Effective Date, Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis according to the terms of the Base Agreement and this Data & Insights Agreement. The SaaS Services will be made available to

Client according to the terms of the applicable Service Level Agreement. Client may use the Saas Services to access Updates and enhancements to the Saas Services, as described in herein. Unless otherwise terminated, Client's right to access or use the Saas Services will terminate at the end of the subscription period defined in the Order Form or Base Agreement, as applicable.

2. SaaS Fees and Usage Limits. Client agrees to pay the fees identified in the Order Form in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that continued access to the Data & Insights Saas Services is contingent upon your timely payment of Saas Fees not otherwise in dispute in accordance with the Invoice Dispute provision set forth in the Base Agreement. If you fail to timely pay the Saas Fees, we may discontinue your access to the Data & Insights Saas Services. We may also terminate this Data & Insights Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. During the subscription period, Tyler reserves the right to exercise the usage limits set forth in the Order Form. If Client exceeds the contractual usage limits, Tyler may work with Client to seek to reduce Client's usage so that it conforms to that limit. If Client is unable or unwilling to abide by a contractual usage limit, or if Client wishes to increase usage limits, it will require a written contract amendment, modification, or Client will execute an Order Form for increased usage limits.

3. Ownership and Reservation of Rights.

- a. This Data & Insights Agreement does not provide Client with title or ownership of the Data & Insights Saas Services, or Third-Party Data, but only a right of limited use as further delineated herein. The Saas Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Data & Insights Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Tyler reserves all rights unless otherwise expressly granted in this Data & Insights Agreement. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.
- b. When Client uploads or provides Client Data through the use of the Data & Insights Saas Services, Client grants to Tyler a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license during the subscription period to use, reproduce, publicly display, distribute, modify, create derivative works of, index, and translate the Client Data as needed, in response to, and as directed by, a User's use of the Data & Insights Saas Services and as needed for the compliance of this Data & Insights Agreement and for the purpose of providing analytics to a User.
- c. Tyler may access and develop derivative data assets and insights based on combined, aggregated, anonymized views of Client Data, that Client has not made publicly available, for the purposes of providing new features and functionality, and performing aggregated statistical analysis by providing benchmarks and models.
- d. Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Data & Insights Agreement, Tyler does not create or endorse any data used in connection with the Data & Insights Saas Services.
- e. If Client provides feedback, information, and/or suggestions about the Data & Insights Saas Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

- a. You may not: (a) except as explicitly provided for herein, make the Data & Insights Saas Services or Documentation resulting from the Data & Insights Saas Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Data & Insights Saas Services; (c) access or use the Data & Insights Saas Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially

exploit or make the Data & Insights Saas Services or Documentation available to any third party other than as expressly permitted by this Data & Insights Agreement; (e) use the Data & Insights Saas Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the Data & Insights Saas Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the Data & Insights Saas Services or its related systems or networks.

- b. Client acknowledges and understands that the Data & Insights Saas Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the Data & Insights Saas Services could cause personal injury (including death) or property damage. The Data & Insights Saas Services are not designed to process or store data protected under the Family Education Rights and Privacy Act ("FER PA"), data from Criminal Justice Information Services ("CJIS"), or other sensitive data, and by using the Data & Insights Saas Services, Client acknowledges and agrees that Client is using the Data & Insights Saas Services at Client's own risk and that Client is solely responsible for use of data with the Data & Insights Saas Services in any manner that is contrary to the uses for which the Data & Insights Saas Services are designed and offered for use in this Agreement. If Client intends to use the Data & Insights Saas Services to store or transmit Protected Health Information (PHI), then the Parties will scope the additional usage and it will require a written contract amendment and will include a mutually agreeable Business Associate Agreement.
- c. Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on Data & Insights Saas Services, if, in our reasonable judgment, we discover your use of the Data & Insights Saas Services threatens the security, integrity, stability, or availability of the Data & Insights Saas Services, or is otherwise in violation of this Data & Insights Agreement, we may temporarily suspend the Data & Insights Saas Services, or User access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the Data & Insights Saas Services.
5. Access and Usage by Internal Client Users and Contractors. You may allow your Users and third party contractors to access the Data & Insights Saas Services and any technical or policy controls, in compliance with the terms of this Data & Insights Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Data & Insights Agreement by your Users and contractors.
6. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the Data & Insights Saas Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the Data & Insights Saas Services, Client Data, and instructions to Tyler regarding the same.
7. Client Data Backup. The data on the Data & Insights Platform is a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client in the Tyler hosting Agreement.
8. Return of Client Data. Upon request, Tyler will make the Data & Insights Saas Services available to Client at no cost to export Client Data for a period of sixty (60) days following the termination of this Data & Insights Agreement. After such sixty (60) day period has expired, unless a longer term has been agreed to in writing, we have no obligation to maintain Client Data and may destroy the Client Data.
9. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational

controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Client Restrictions herein.

10. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Data & Insights Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the Data & Insights SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or California data breach notification laws. Tyler shall not charge Client for any expenses associated with Tyler's compliance with these notice obligations.
11. Confidentiality. In the absence of a corresponding provision in the Base Agreement, the following provision shall apply:

Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Data & Insights Agreement. This obligation of confidentiality will not apply to information that:

- a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Data & Insights Agreement by a party or its employees or agents;
- b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- c. a party receives from a third party who has a right to disclose it to the receiving party; or
- d. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Data & Insights Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

Section C - Warranty

1. SaaS Services Warranty. Tyler warrants to Client that the functionality or features of the Data & Insights SaaS Services will materially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts, in accordance with the industry standards, to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.

Section D - Third-Party Services

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the Data & Insights SaaS Services. Client may use the Third-Party Services at Client's election, but Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts and use may include separate fees and charges. Client will have access to the following Third-party Services for use within the software, however, the availability of any of these services is subject to change:
 - Getty Images: Within the platform's perspective story tool, customers have access to a library of images available for use in their story pages, terms and conditions located at <http://www.gettyimages.com/connectterms>.

- Mapbox: Within the platform's visualization suite, the current mapping visualizations are powered by Mapbox, terms and conditions located at <https://www.mapbox.com/legal/tos>.
 - Mapquest: Geocoding provider that matches user-provided addresses with geographic coordinates for display on map visualizations terms and conditions located at <http://hello.mapquest.com/terms-of-use/>.
2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

Section E - Term

1. Term. Unless the Data & Insights SaaS Services are acquired through a Base Agreement with a defined term for SaaS Services (in which case that term shall apply), the initial term of the Data & Insights Agreement is set forth in the Order Form. Unless expressly indicated otherwise in the Order Form, this Data & Insights Agreement and the subscription to the Data & Insights SaaS Services will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Data & Insights SaaS Services or Third-Party Data will terminate at the end of this Data & Insights Agreement.

Section F - Limitation of Liability

1. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS DATA & INSIGHTS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE DATA & INSIGHTS SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE DATA & INSIGHTS SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE DATA & INSIGHTS SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.
2. LIMITATION OF LIABILITY. THE LIMITATION OF LIABILITY CLAUSE IN THE BASE AGREEMENT APPLIES.
3. EXCLUSION OF CERTAIN DAMAGES. THE EXCLUSION OF CERTAIN DAMAGES PROVISION FROM THE BASE AGREEMENT APPLIES. .

Section G - Additional Terms and Conditions for Data & Insights SaaS Services With Open Data Functionality

1. Tyler may make certain other Tyler Applications available to Client. The use of Open Assessment, Data & Insights Citizen Connect, Data & Insights Capital Project Explorer, Data & Insights Citizen Connect, Data & Insights Open Data, Data & Insights Open Finance, Open Finance, and/or X-Connect Applications, either alone or in connection with the Data & Insights SaaS Services, is governed by this Data & Insights Agreement and the Agreement. Client must also comply with the following terms and conditions when using the above named Applications.
2. The Data & Insights SaaS Services may provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. If the functionality is provided, then Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Client is responsible to ensure all Users comply with the terms and conditions of this Amendment. Once an internal user makes Client Data publicly available using the Data & Insights SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. If the Data & Insights SaaS Services provide you with this functionality, then Users have the ability within the Data & Insights SaaS Services to remove the public permissions applied to Client Data.
3. Tyler reserves the right to develop derivative data assets based on Client Data that exists in the public domain. Tyler may use, index, disclose, commercialize, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets;

and developing key performance indicators and benchmarks.

4. APIs. The Data & Insights SaaS Services may provide access to the applicable application-programming interface ("API") as part of the Data & Insights SaaS Services under the terms of this Data & Insights Agreement. Subject to the other terms of this Data & Insights Agreement and if the Data & Insights SaaS Services provides access to the APIs, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
 - a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Amendment Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
 - b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
 - c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Data & Insights Agreement are not contingent on access to or availability of any Non-Tyler Application.
 - d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

Section H -Additional Terms and Conditions for Third-Party Data Vendor Solutions/Applications

1. Tyler may make certain Third-Party Data Vendor Applications available to Client. The use of Tyler Recovery Insights, Economic Intelligence, Small Business Revenue Metrics, Mobility Metrics, Consumer Spending Metrics, and/or Small Business Revenue Metrics either alone or in connection with the Data & Insights SaaS Services is governed by this Data & Insights Agreement and the Agreement. Client must also comply with the following terms and conditions when using the above mentioned Applications.
2. License Grant for Third-Party Data. Any use of Third-Party Data shall be limited to the Third-Party Data Purpose. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.
3. Restrictions for Third-Party Data.
 - a. Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Third-Party Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Third-Party Data; (iii) re-identify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Third-Party Data, in whole or in part; (iv) remove any proprietary notices from the Third-Party Data; (v) use the Third-Party Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law; or (vi) make Third-Party Data available to for use or access to anyone other than Client.
 - b. Client shall not publicly publish the dashboards that contain the Third-Party Data, but Client may publicly publish visualizations from the aggregate summary data.
 - c. Client shall not remove any copyright or other proprietary notice or legend contained or included in Third-Party Data.
 - d. Client expressly permits Tyler to share with the Third-Party Data providers Client's name, subscription term dates, applicable costs and fees for the Third-Party Data SKU(s) that Client subscribes to.
 - e. Upon termination of the Agreement, or of a subscription that contains Third-Party Data,

Client shall remove and destroy all copies of Third-Party Data.

- f. If any Third-Party Data is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing the Agreement; Client will give Tyler prompt notice and otherwise perform the functions required by applicable law.
- g. Client shall not use the Third-Party Data to attempt to identify behavior of a known individual for any reason.
- h. Client acknowledges and agrees that if the Third-Party Data includes SafeGraph data, up to .05% of the data will be salted data or seeds used to fingerprint the data provided to Client.

4. Updates. Tyler may in its sole discretion provide Updates to the Third-Party Data or replace with functionally equivalent.

5. Third-Party Data Warranty. TYLER DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, OR CURRENTNESS OF THE THIRD-PARTY DATA OR THAT THE FUNCTIONS PERFORMED BY THE THIRD-PARTY DATA WILL MEET CLIENT'S REQUIREMENTS, THAT THE THIRD-PARTY DATA WILL BE ERROR FREE, OR THAT ALL THIRD-PARTY DATA DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, THE THIRD-PARTY DATA IS PROVIDED "AS IS".

Exhibit H Tyler's Proposal

Tyler's Proposal dated January 28, 2022, in response to the Client's Request for Proposal for Land Management, Permitting, and Licensing System, is incorporated herein by reference as if fully set forth herein.

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Exhibit I
The City's Request for Proposals

The Client's Request for Proposal for the Land Management, Permitting, and Licensing System issued on or around December 7, 2021, is incorporated herein by reference as if fully set forth herein.

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City Council AGENDA REPORT

DATE: 06/01/2023

AGENDA OF: 06/13/2023

DEPARTMENT: Planning and Community Development

SUBJECT: Expansion of Technology Surcharge (PL)

RECOMMENDATION: Motion to:

- 1) Adopt a resolution to rescind Resolution No. NS-27,559, the Council's 2007 Technology Surcharge resolution, and expand the application of a six (6) percent Technology Surcharge to certain fees collected by the Planning and Community Development, Finance, Public Works, Parks and Recreation, Fire, and Water Departments; and
- 2) Direct staff to take related implementation actions.

BACKGROUND: The City of Santa Cruz charges fees for a wide variety of planning and building permits and other cost recovery. The Technology Surcharge is designed so as not to exceed the estimated cost to provide the service for which the Technology Surcharge is levied. On June 26, 2007, the City Council adopted a resolution establishing the Technology Surcharge for Planning and Building Fees (Resolution No. NS-27-559). The Technology Surcharge was initially intended to offset costs of new technologies in the Planning and Community Development Department's development review and approval process, including new land management software (LMS). The fee was a five-percent surcharge on all planning and building permit fees (excluding impact fees, General Plan Maintenance Fee, or other administrative fees). The Technology Surcharge is managed by the Planning and Community Development Department and administered by staff in the divisions of Current Planning and Building and Safety. The Technology Surcharge has not increased since 2007, even though employee costs to maintain the software and annual software license fees have increased. Further, since its rollout in 2008, the land management software has been expanded to support the Rental Inspection Program, as well as several permits processed by other City departments including Finance, Public Works, Fire, and Water, requiring the City to purchase a greater number of software licenses.

The City's 15-year-old land management software is antiquated in that it lacks integration with key systems, includes minimal automation, has an outdated user interface, and is no longer supported by the vendor. Lack of vendor support has affected the mobile inspection module, which is not fully functioning. Further, the portal for online application submittals is vulnerable to security threats and is not being used.

For the past year, City staff has gone through an extensive LMS request for proposal (RFP) process and is in final negotiations with the top vendor. In addition to solving many of the identified issues with the current land management system, the new software will enable the City to implement more automated and efficient processes, improve the flow of communication among staff and customers, include a decision engine that will guide members of the public through application submittals and public record requests, enable mobile inspections, and provide enhanced data collection and reporting to help track progress toward department and citywide goals. A draft contract is currently expected to be before the City Council on June 27, 2023. The annual license fees are expected to exceed the combined total of existing Technology Surcharge revenues and the adopted project budget.

DISCUSSION: Expanding the Technology Surcharge to additional departments and programs using the land management software will more equitably distribute annual software license costs and address the anticipated deficit. In addition to services already subject to the Technology Surcharge, staff recommends the Technology Surcharge include the following departments and programs currently using the existing land management software but that were not included in the original Resolution No. NS-27,559 adopting the Technology Surcharge in 2007:

- **Planning and Community Development:** Code Compliance Cost Recovery and Residential Rental Inspection Program;
- **Finance Department:** Business Licenses;
- **Public Works Department:** Concrete permits, tree damage inspection, street opening permits, sewer repair permits, permanent and temporary encroachment permits, temporary no parking permits, and subdivision review;
- **Water Department:** Conservation services, plan review fees, inspection services, and meter installation;
- **Fire Department:** Fire prevention permits, including fire alarm, fire combo, fire sprinklers residential, fire sprinkler, fire service underground, fire service underground commercial, fire sprinkler tenant improvement; and
- **Parks and Recreation Department:** Tree Removal Permits.

Annual software license fees for the new LMS are expected to be approximately \$300,000 for the first five years. The adopted budget for the new LMS software is \$100,000 for FY 2024, and the existing Technology Surcharge has generated a five-year average annual revenue of approximately \$126,000, leaving an estimated annual deficit of \$74,000. **Table 1** summarizes the funding sources expected to fund the new LMS upgrade if the Technology Surcharge were to remain at its current five-percent rate.

Table 1: Summary funding sources for new land management system upgrade

Funding Sources	Department	Expected Funds
Adopted budget (i.e., General Fund contribution) for new Land Management System (LMS) software	Information Technology	\$100,000
Existing Technology Surcharge at 5% assessed on Building and Current Planning fees <i>Average annual revenue from FY18 – FY22</i>	Planning and Community Development	\$126,000
Expansion of Technology Surcharge Revenue for new departments and programs	Other Departments	\$74,000

Expected annual software license fees	\$300,000
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Maintaining the five-percent rate results in an anticipated 67-percent cost recovery (or 33-percent general fund subsidy). While some general fund subsidy is warranted since the software will be used by members of the public to obtain general information that is not necessarily permit related, staff considered options to raise the surcharge to achieve a greater level of cost recovery that is more in line with the expected general public software usage. The analysis included a review of other central coast jurisdictions that have implemented a Technology Surcharge applying to various permits (**Table 2**) and considered increases ranging from six- to seven-percent (**Table 3**).

Table 2: Summary of jurisdictions with a Technology Surcharge

%	Jurisdiction	Type of Permits
3%	County of Santa Cruz	Planning and building permits, and all other staff charges (except Code Enforcement)
4%	County of San Mateo	Planning and building permits
	City of Marina	All building plan check and permit fees
	City of Scotts Valley	Building, Planning, Public Works, and Waste Water Permits
5%	City of Salinas	Public Works, Code Enforcement, Planning, Public Works
7.04%	County of Monterey	All permits

Table 3: Summary of potential Technology Surcharge revenue by percentages

Departments	Average Potential Revenue Collected from Applicable Permits	% of Potential Revenue	Potential Technology Surcharge Revenue		
			5%	6%	7%
Planning	\$2,911,149	70%	\$145,557*	\$174,669	\$203,780
Finance	\$815,938	20%	\$40,797	\$48,956	\$57,116
Public Works	\$249,347	6%	\$12,456	\$14,947	\$17,438
Water	\$114,768	3%	\$5,738	\$6,886	\$8,034
Fire	\$55,644	1%	\$2,782	\$3,339	\$3,895
Parks & Recreation	\$8,234	0%	\$412	\$494	\$576
	\$4,155,081	100%	\$207,743	\$249,291	\$290,840

**Includes proposed revenue from Cost Recovery Program and Rental Program.*

A more detailed analysis projecting revenue to be generated by assessing a Technology Surcharge of five- to seven-percent across these six departments (including the Code Compliance Cost Recovery and Residential Rental Inspection Program), is included as **Attachment – Detailed Analysis of Assessment of Technology Surcharge on Additional Fees**. Based on this analysis, staff is recommending an increase in the Technology Surcharge rate from five-percent to six-percent. Not only will this rate be within the range of other central coast jurisdictions, but it has the potential to increase the average annual revenue from \$126,000 to approximately

\$249,000, resulting in a General Fund subsidy of 17-percent. (The Fiscal Impact section below provides additional discussion regarding cost containment in years six through 10.)

A sample list of permits from each of the departments that would be subject to the fee and the proposed 6% surcharge is included in **Table 4**:

Table 4: Sample of permits from each department after assessment of proposed 6% Technology Surcharge

Permit	Department	Base Fee	Technology Surcharge at 6%
Water Irrigation Plan Check (Up to 5,000 square ft)	Water	\$206.00	\$12.36
Encroachment Permit	Public Works	\$952.00	\$57.12
Fire Sprinkler – Residential (<5,000 square feet)	Fire	\$252.00	\$15.12
Business License (Class A, B and C)	Finance	\$145.15	\$8.71
Tree Removal Permit	Parks	\$50.00	\$3.00
Annual Rental Inspection Registration Fee (\$60) plus Inspection for One Unit (\$27)	Planning	\$87.00	\$5.22

Most fees affected by this proposal would result in minimal increases in the overall cost of the permit, license, or plan check. The benefits derived from the software will be significant and beneficial to the customer and include the enhanced abilities to submit applications and pay fees, schedule inspections, and check on the status of a permit online. It should be noted that many of the fees included in the Unified Master Fee Schedule are subject to annual increases based on the Consumer Price Index (CPI). Since the Technology Surcharge is applied to those fees, there is no need for it to be subject to annual CPI increases and the proposed City Council resolution includes language confirming as such. As indicated above, staff recommends that this surcharge be expanded to cover annual license fee costs associated with a contract that is expected to be before the City Council on June 27, 2023. The proposed Council resolution includes a clause confirming that the fee does not take effect unless and until a contract is executed.

Next Steps

If the Technology Surcharge is adopted on June 13, 2023, under State law, the effective date would be 60 days later (approximately August 12, 2023), assuming the new LMS contract is approved before that time. If the proposed resolution is adopted, each impacted Department will inform customers, update forms and website, and monitor the correct application of the Technology Surcharge to the specified fees.

HEALTH IN ALL POLICIES: The goal of Health in All Policies (HiAP) is to ensure that decision-makers are informed about the impacts on the three HiAP pillars of health, equity, and sustainability when reviewing projects and policy options. Expansion of the Technology Surcharge meets the pillars of equity and fiscal sustainability by more evenly distributing the fee across all users of the land management software in a way that attains cost recovery. From an environmental sustainability standpoint, the surcharge is intended to pay for software licenses that will enable users to electronically submit plans and pay fees, thereby reducing vehicle trips necessary to complete business transactions.

FISCAL IMPACT: Applying the Technology Surcharge to these additional departments and programs at six percent would generate approximately \$249,000 of the \$300,000 in fees. A special revenue fund will be established for the Technology Surcharge to offset the cost of the annual license fees associated with the new land management system.

As the Technology Surcharge is expanded to the additional departments utilizing the Land Management System, the additional increase in the generated revenue will eventually reduce the current appropriation of \$100,000 from the General Fund that the Information Technology Department is putting towards the LMS. The Information Technology Department has increased funding in the first year because it is included in the project implementation cost, but the Information Technology Department cannot absorb the increase in FY 2025 and beyond. However, the General Fund would still cover a portion of the system since it holds historic records and is used as a research tool by members of the public, examples for which the Technology Surcharge will not be charged.

Additionally, City staff recently issued a request for proposal for a fee study to ensure that existing fees collected by the Planning and Community Development Department, as well as other departments reviewing development permits, are calibrated to capture the full, true costs of public services and to provide an opportunity for City to fully capture said costs of services. An updated fee schedule is expected to be before City Council within a year. As part of that effort, staff expects to evaluate the Technology Surcharge to reduce the General Fund impact in years two through five, as well as increased costs of licenses in years six through ten of the contract.

Prepared By:
Viviane Pearson
Principal Management
Analyst

Submitted By:
Lee Butler
Director of Planning and
Community Development

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. RESOLUTION
2. DETAILED ANALYSIS OF ASSESSMENT OF TECHNOLOGY SURCHARGE ON ADDITIONAL FEES
3. SUMMARY ANALYSIS OF POTENTIAL REVENUE FROM ASSESSMENT OF TECHNOLOGY SURCHARGE BY DEPARTMENT

RESOLUTION NO. NS-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ RESCINDING RESOLUTION NO. NS-27,559, EXPANDING THE APPLICATION OF A SIX PERCENT (6%) TECHNOLOGY SURCHARGE TO CERTAIN FEES CHARGED BY THE PLANNING AND COMMUNITY DEVELOPMENT, FINANCE, PUBLIC WORKS, WATER, FIRE, AND PARKS AND RECREATION DEPARTMENTS, AND DIRECTING STAFF TO TAKE RELATED IMPLEMENTING ACTIONS

WHEREAS, the City of Santa Cruz in 2007 adopted, via Resolution No. NS-27,559, a Technology Surcharge of five-percent (5%) to be assessed on all planning and building permits fees and charges, except duplication, General Plan Maintenance Fees, Traffic Impact Fees, Parkland Dedication Fees, Inclusionary Housing In-Lieu Fees, other development impact fees, and any project with total fees and charges less than \$100. These fees were intended to partially offset the costs of the new planning and building technology not currently covered in existing fees, including a permitting system, document imaging, and field access technology; and

WHEREAS, since the adoption of the Technology Surcharge, additional departments across the city have begun using the existing land management software, thus incurring additional license fees and additional staff time to maintain the software. Therefore, additional adjustments are required to expand the Technology Surcharge's application to other departments to recover costs associated with annual license fees; and

WHEREAS, it is the City Council's intent to now apply a Technology Surcharge of six-percent (6%) to the departments and programs utilizing the land management software and incorporate said increase into the City Unified Master Fee Schedule, with a footnote indicating that the annual Consumer Price Index does not apply to the fee; and

WHEREAS the City Council finds the application of the Technology Surcharge does not exceed the estimated cost to provide the service for which the Technology Surcharge is levied.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Cruz as follows:

- (1) City Council hereby rescinds Resolution No. NS-27,559;
- (2) The Technology Surcharge of six-percent (6%) is hereby adopted as to the fees identified below, including fees and charges less than \$100:
 - a. For the Planning and Community Development Department, the Technology Surcharge will be assessed on all planning and building permits fees and charges, including fees associated with Code Compliance Cost Recovery, and the Residential Rental Inspection Program; and
 - b. For the Finance Department, the Technology Surcharge will be assessed on all business license taxes, except for those exempted as per Santa Cruz Municipal Code section 5.04.080 (Exemptions); and

- c. For the Public Works Department, the Technology Surcharge will be assessed on concrete permits, tree damage inspection, street opening and sewer repair permits, permanent encroachment permits, temporary encroachment permits, temporary no parking permits, and subdivision fees; and
 - d. For the Fire Department, the Technology Surcharge will be assessed on fire prevention permits (including fire alarm, fire combo, fire sprinkler residential, fire sprinkler, fire service underground, fire service underground commercial, fire sprinkler tenant improvement, and range hood); and
 - e. For the Water Department, the Technology Surcharge will be assessed on conservation services, plan review fees, inspection services, and meter installation.; and
 - f. For the Parks and Recreation Department, the Technology Surcharge will be assessed on Tree Removal Permits.
- (3) The following fees are exempt from the Technology Surcharge: duplication, General Plan Maintenance Fees, Traffic Impact Fees, Parkland Dedication Fees, Inclusionary Housing In-Lieu Fees, and other development impact fees;
- (4) Staff is directed to take related implementing actions. Specifically:
- a. The Finance Department shall create a special revenue fund for said Technology Surcharge;
 - b. The Finance Department shall update and publish the Master Fee Schedule to reflect the contents of this Resolution; and
 - c. Staff is directed to update all associated department fee schedules and post them online.
- (5) This surcharge is intended to cover costs associated with annual software license fees, and it does not take effect unless and until an updated land management system contract is executed and no sooner than sixty (60) days after the final adoption of this resolution.

PASSED AND ADOPTED this 13th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator

This is to certify that the above and foregoing document is the original of Ordinance No. 2023-xx and that it has been published or posted in accordance with the Charter of the City of Santa Cruz.

Bonnie Bush, City Clerk Administrator

ATTACHMENT –
Detailed Analysis of Assessment of Technology Surcharge on Additional Fees
By Department

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

Potential Technology Surcharge Revenue at 6%: \$175,000

The Planning and Community Development currently charges a Technology Surcharge of 5% for applicable [Building](#) and [Current Planning](#) fees collected in the existing land management system. Building and Current Planning generates an average revenue of approximately \$2,500,000 annually (FY 2018 to FY 2022). A Technology Surcharge of 6% has the yield of an average annual revenue of approximately \$175,000.

There are two additional Planning Department program staff is proposing to apply the Technology Surcharge to: Residential Rental Inspection Program and Code Compliance Cost Recovery. These programs' management, invoices, and inspections will be facilitated through the new land management system. Furthermore, Staff proposes charging the Technology Surcharge to fees below \$100, which differs from current practice.

- [Residential Rental Inspection Program](#) requires owners of short- and long-term rentals to comply with registration and inspection schedules. The Program generates an average revenue of approximately \$360,000 annually (FY 2018 to FY 2022). A Technology Surcharge of 6% has the potential yield of an additional average annual revenue of approximately \$21,500.
- [Code Compliance Cost Recovery](#) enforces the City code compliance services provided on properties within the City of Santa Cruz that are in violation of State and/or City law. The fees are charged to non-compliant property owners to encourage compliance, and the fees help recover costs for providing services of review, inspections, and compliance attainment. Code Compliance Cost Recovery generates an average revenue of approximately \$27,000 annually (FY 2018 to FY 2022). A Technology Surcharge of 6% has a potential yield of an additional average annual revenue of approximately \$1,600.

FINANCE DEPARTMENT

Potential Technology Surcharge Revenue at 6%: \$49,000

The Finance Department currently does not charge a Technology Surcharge for the Finance fees collected in the existing land management system. Staff propose applying the Technology Surcharge to Business Licenses given the application review and issuance of Business Licenses will be facilitated through the new land management system. [Business Licenses](#) are required for operation of a business within City limits. Business Licenses generate an average revenue of \$815,938 annually (FY 2018 to FY 2022). A Technology Surcharge of 6% has the potential yield of an additional average annual revenue of approximately \$49,000.

PUBLIC WORKS DEPARTMENT**Potential Technology Surcharge Revenue at 6%: \$15,000**

The Public Works Department currently does not charge a Technology Surcharge for the Public Works fees collected in the existing land management system. Staff propose applying the Technology Surcharge to the following fees given the permit review and final issuance of these permits will be facilitated through the new land management system:

- **Concrete Permits** are required if sidewalks, curb, gutter, or driveway are being demolished, constructed, or repaired in the public right of way.
- Tree Damage Inspections are to inspect tree damages.
- **Street Opening and Sewer Repair Permits** are required if the street will be cut open for utility work as part of the project, and the street or sidewalk are to be restored to City Standard Details once work has been completed.
- **Permanent Encroachment Permits** are required for projects that will result in a permanent occupation or alteration of the public right-of-way, such as bike sharing kiosks and outdoor café seating.
- **Temporary Encroachment Permits** are required for projects when a portion of the public right-of-way is temporarily blocked off for construction or staging purposes (such as construction fencing or scaffolding).
- **Temporary No Parking Permits** are provided for special events, construction, utility work, or any other reason to reserve parking.
- **Subdivision Fees** are for reviews of subdivision projects that occur within the City, including parcel map, subdivision map, lot line adjustment, final parcel map, and final subdivision map.

These Public Works fees generate an average revenue of approximately \$249,000 annually (FY 2018 to FY 2022). A technology fee of 6% across these Public Works fees would have the potential yield of an additional average annual revenue of approximately \$15,000.

WATER DEPARTMENT**Potential Technology Surcharge Revenue at 6%: \$6,800**

The Water Department currently does not charge a Technology Surcharge for the Water fees collected in the existing land management system. Most of the billing is completed through Utility Billing. Staff propose applying the Technology Surcharge to the following fees given the permit review that will be facilitated through the new land management system:

- **Conservation Services** are plan reviews including landscape/irrigation plan review.
- **Plan Review Fees** are charges that are applied for review of construction and development plans or drawings by Water Engineering to ensure compliance with water codes and design standards.
- **Inspection Services** are required for applicant or contractor installed service lines, line extensions, and devices, and
- **Meter Installations** are required when new service connections will require the installation of a new meter by Santa Cruz Water District. The Size and type of meter installed will be according to the approved plans.

These Water fees generate an average revenue of approximately \$61,000 annually (FY 2018 to FY 2022). A Technology Surcharge of 6% across these Water fees would have the potential yield of an additional average annual revenue of approximately \$6,800.

FIRE DEPARTMENT

Potential Technology Surcharge Revenue at 6%: \$3,300

The Fire Department currently does not charge a Technology Surcharge for the fees collected in the existing land management system. Staff propose applying the Technology Surcharge to the Fire Prevention Permit Fees, which includes fire prevention permits, including fire alarm, fire combo, fire sprinklers residential, fire sprinkler, fire service underground, fire service underground commercial, fire sprinkler tenant improvement, and range hood. Fire Prevention permits generate an average revenue of \$56,000 annually (FY 2018 to FY 2022). A Technology Surcharge of 6% has the potential yield of an additional average annual revenue of approximately \$3,300.

PARKS AND RECREATION DEPARTMENT

Potential Technology Surcharge Revenue at 6%: \$500

The Parks and Recreation Department currently does not charge a Technology Surcharge for the Parks and Recreation fees collected in the existing land management system. Most of the applicable fees are collected through the existing Parks and Recreation system, RecTrac. Staff propose applying the Technology Surcharge to the Tree Permit given the permit review and final issuance these will be facilitated through the new land management system. [Tree Permits](#) are required to remove or trim trees on private property if the tree measures 14” in diameter or greater, measured 4.5 feet from the ground, or trimming greater than 25% of the tree. Tree Permits generate an average revenue of \$8,200 annually (FY 2018 to FY 2022). A Technology Surcharge of 6% has the potential yield of an additional average annual revenue of approximately \$500.

ATTACHMENT –

Summary Analysis of Potential Revenue from Assessment of Technology Surcharge by Department

Departments	Proposed Fees to Apply Technology Surcharge	Average Annual Revenue Collected	Average Revenue at 5%	Average Revenue at 6%	Average Revenue at 7%
Planning & Community Development	BUILDING & CURRENT PLANNING CODE COST RECOVERY RESIDENTIAL RENTAL INSPECTION PROGRAM	\$2,911,149	\$145,557	\$174,669	\$203,780
Finance	BUSINESS LICENSE	\$815,938	\$40,797	\$48,956	\$57,116
Public Works	Concrete Permits Tree Damage Inspection Street Opening & Sewer Repair Permits Permanent Encroachment Permits Temporary Encroachment Permits Temporary No Parking Permits Subdivision Fees	\$249,347	\$12,456	\$14,947	\$17,438
Water	CONSERVATION SERVICES PLAN REVIEW FEES INSPECTION SERVICES METER INSTALLATON	\$114,768	\$5,738	\$6,886	\$8,034
Fire	FIRE PREVENTION Fire Alarm Fire Combo Fire Sprinklers Residential Fire Sprinkler Fire Service Underground Fire Service Underground Commercial Fire Sprinkler TI Range Hood	\$55,644	\$2,782	\$3,339	\$3,895
Parks & Recreation	Tree Removal Permits	\$8,234	\$412	\$494	\$576
		\$4,155,081	\$207,743	\$249,291	\$290,840

**EzEden revenue reports were generated from FY 2018 to FY 2022 for each proposed Departments' fee analysis to determine average transactions captured by EzEden and average revenue.*



City Council AGENDA REPORT

DATE: 6/8/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Planning and Community Development

SUBJECT: Contract Amendment for Kimley-Horn Associates for Professional Services Related to the Downtown Plan Expansion (PL)

RECOMMENDATION: Motion authorizing the City Manager to execute a contract amendment, in a form approved by the City Attorney, with Kimley-Horn Associates in an amount not to exceed \$297,500, based on the attached scope of work and budget.

BACKGROUND: In June of 2021, following a competitive bidding process, the City entered into a contract with Kimley-Horn Associates (KHA) to provide professional planning and design services related to the intended amendments to the City's Downtown Plan, General Plan, Local Coastal Program, Zoning Ordinance, and other associated documents governing the development allowances in the neighborhood south of Laurel Street and west of the San Lorenzo River. KHA and City staff have been working together to meet the project goals of adding capacity for multifamily housing, creating opportunities for public amenities, better connecting downtown with the river and beach areas, working with the Warriors to establish allowances for a permanent arena, creating new opportunities for businesses and workers, generating new tax revenue, and improving the pedestrian experience while incorporating community input and working with the Santa Cruz Warriors to ensure the needs of all parties can be met to the greatest degree possible.

In January of 2023 the City Council directed staff to adjust the project scope to incorporate the following items:

- *Revise the building height provisions in the draft Downtown Expansion Area Plan Amendment to provide for a maximum of 1,600 dwelling units, with a 20% affordability requirement on the total number of units and with no single building being more than 12 stories, inclusive of any density bonus incentive.*
- *Continue to study the 1,800 units that have been evaluated in the Environmental Impact Report (EIR) technical analyses since June of 2022, and direct Planning Department staff to study an alternative in the EIR that includes the parameters noted above in Item #1.*

Incorporating this direction has required additional staff and consultant work and has resulted in a shift in the project schedule and scope. Further, additional analysis of the change in potential traffic generation relative to the existing planned traffic volumes in the City's Traffic Impact Fee (TIF)

Program are necessary. This report will discuss the proposed amendment to the KHA Contract and the revised project schedule for the Downtown Plan Expansion.

DISCUSSION: The attached scope of work details work that will be conducted to complete the expansion of the City's Downtown Plan, which is a specific plan that covers approximately the area between Cedar Street and the San Lorenzo River, from Water Street down to Laurel Street. As currently envisioned, this specific plan will be amended to incorporate the project area south of Laurel Street, between approximately the roundabout at Center and Front Streets east to the San Lorenzo River. This 29-acre area includes approximately 11 acres of land that are likely to be redeveloped in the coming years, and the amended Downtown Plan will incorporate land use allowances for a new arena, new commercial and retail uses, and expanded housing potential. The amendment includes costs totaling \$259,600 from the Planning Department budget, plus \$37,900 that will be paid to the City by potential developers.

Technical Analyses for Santa Cruz Warriors and Development Partners

The amendment to the scope includes some work that the City's consultants are proposing to perform for the Santa Cruz Warriors that will support their future development projects. These tasks are technical analyses, including peer review of archaeological investigations in the study area and historic resources evaluation for structures in need of evaluation for historic significance, that are required by the California Environmental Quality Act (CEQA) for project development and will be funded by the Santa Cruz Warriors and their development partners. Performing these analyses during the preparation of the project-level Environmental Impact Report (EIR) carries some cost efficiencies for the Warriors and will not cause any delay in the EIR schedule for the City's project. The City will enter into a pass-through contract with the Santa Cruz Warriors and their development partners to cover these expenses, totaling \$37,900, and no money from the City budget will be spent on these project-specific tasks.

Utilities

The existing scope of work for the Downtown Plan Expansion and associated EIR did not include scoping for a water supply assessment, based on the understanding that one is not typically required for program-level EIRs such as this one. In an effort to be responsive to community interest and ensure that water needs are fully evaluated, a water supply assessment will be completed by the City of Santa Cruz Water Department. The amended scope would add technical review for that document as well as an increment to incorporate the assessment into the EIR.

Local Traffic Analysis

The vast majority of the cost of the proposed contract amendment comes from the work on the Local Traffic Analysis – a total of \$122,800. Because the Downtown Plan Expansion will require amendments to the City's 2030 General Plan, the traffic volumes that feed into the City's TIF program must also be updated. The City uses the fees collected through the TIF, which apply on a per-trip basis, to fund planned intersection and roadway improvements in the most relevant areas. By updating the traffic volumes and analyzing the need for new or different roadway improvements, KHA will be providing new baseline data for the City to evaluate other future development projects against and will also be providing the necessary analysis to support development within the project area, not from a CEQA-mandated perspective but from a local policy perspective. The scoped analysis will be sufficiently detailed to allow the planned

development to take place without triggering the need for further study, which will save time and costs for future developments. The developers will pay TIF fees based on trip generation.

Community Outreach

The attached scope and budget also include additional funds to expand the already-scoped community outreach for the Downtown Plan Expansion to include more focused and robust engagement with surrounding neighborhoods, businesses, and community members.

Extended Project Schedule and Next Steps

The Downtown Plan Expansion was initially scoped to be complete by the middle of 2023, and due to various factors this deadline has not been achieved. The amended scope also reflects additional management costs due to the extended timeline and incorporates sufficient funds to ensure completion of the project by March of 2024. At this time, the approximate project schedule will include another round of community engagement on a range of design and land use topics in late summer or early fall, a draft of the Amended Plan for public review by October or November, and release of the EIR in November or December. Public hearings for the policy amendments and certification of the EIR are targeted for early 2024.

HEALTH IN ALL POLICIES:

In 2019, the City adopted a Health in All Policies strategy in order to eliminate inequities in health and well-being and attain equity for all residents. The Downtown Plan Expansion supports efforts that will lead to the creation of new housing in an area adjacent to a high concentration of jobs and transportation options. This outcome is consistent with promoting health, sustainability, and equity.

ENVIRONMENTAL REVIEW:

The amendment of the contract with KHA carries no environmental impact and is not a project under CEQA. The Downtown Plan Expansion project is being evaluated thoroughly in an EIR which will be reviewed by the City Council prior to approving any proposed policy amendments.

FISCAL IMPACT: The full \$259,600 amount of the city obligation in the contract amendment can be funded through the existing budget allocations within the Planning and Community Development Department. The not to exceed \$297,500 includes \$37,900 that will be paid to the City by potential developers. The primary source of funds will be the Advance Planning Division’s line item for Consultant Services in the FY 2024 budget. All costs associated with the Downtown Plan Expansion, including staff time but less the \$300,000 of grant funding, will ultimately be part of a cost-recovery fee applied on a prorated basis to new development proposed in the South of Laurel Area. While the City may recover a significant amount of the funds expended, this recovery will occur over the course of years as projects develop. Further, any parcels that do not redevelop will not contribute to this cost recovery, meaning that the expended funds may not be fully recovered in the event that not all the parcels in the project area pursue redevelopment.

Prepared by:
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Senior Planner

Submitted by:
Lee Butler
Director of Planning and
Community Development

Approved by:
Matt Huffaker
City Manager

ATTACHMENTS:

1. PROPOSED SCOPE OF WORK AND BUDGET FOR KHA AMENDMENT 2.PDF

Santa Cruz Downtown Plan Expansion

Amendment #2 to the Agreement Between Client and Kimley-Horn and Associates, Inc.

This is Amendment Number 2, dated June 22, 2023, to the agreement between the City of Santa Cruz ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated June 22, 2021 ("the Agreement") concerning the Downtown Plan Expansion Project (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following additional services:

Peer Review of Technical Reports

Kimley-Horn will peer review of preliminary geotechnical report and Phase 1 ESA (hazards report), as provided to the City from the Santa Cruz Warriors, and incorporate findings into the Subsequent Environmental Impact Report (SEIR).

Cultural Resources

This scope of work has been prepared to satisfy the CEQA (City of Santa Cruz) requirements. The present scope does not account for potential U.S. Army Corps of Engineers (USACE) or other federal agency review for compliance with Section 106 of the National Historic Preservation Act (NHPA).

Archaeological Investigation

Dudek will conduct a California Historical Resources Information System (CHRIS) records search for the project area and a 0.25-mile radius around the project area at the Northwest Information Center (NWIC) to obtain information on previously recorded cultural resources and cultural studies.

Dudek will also initiate correspondence with the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File (SLF) for any known Native American resources identified within the project area. As part of the results of this search, the NAHC will provide a List of Native American tribal contacts who may have additional information concerning resources in the vicinity.

No contact will be made with Native American tribes. It is assumed that Assembly Bill (AB) 52 will be completed by the City of Santa Cruz for compliance with CEQA. Should the City request assistance with this task from Dudek, we will revise this scope and cost to account for the

additional work.

Following archival research, a qualified Dudek archaeologist will complete an intensive pedestrian survey of the project area to determine the presence of any previously unknown archaeological resources. Dudek assumes that full site/property access will be granted. Dudek assumes the City of Santa Cruz will coordinate access if there are necessary requirements to obtain permission to survey any private properties located within the project site. Dudek assumes that no archaeological resources will be identified through archival research or survey that require recordation. Should resources be identified that require additional study, Dudek will develop a new scope and cost for consideration.

Dudek will document the results of the archaeological investigation in an Archaeological Inventory Report. The report will include an introduction, regulatory framework, CHRIS records search results, NAHC SLF search results, a summary of survey findings, and recommendations for the project moving forward.

Historical Resources Evaluation

Dudek's professionally qualified built environment cultural resources staff will conduct technical work in support of the proposed project in conformance with CEQA and all applicable local guidelines and regulations. Based on preliminary analysis of the proposed project and the general project site, Dudek assumes that four (4) properties containing buildings and structures over the age of 45 will require formal recordation and evaluation under applicable historic significance criteria. As properties containing buildings constructed more than 45 years ago, they require recordation and evaluation for historical significance in order to determine if the proposed project has the potential to impact historical resources, as defined by CEQA.

Dudek's built environment cultural resources staff will review the CHRIS records search that will be completed at the NWIC as part of the Archaeological Investigation described above. The purpose of the records search is to identify any previously recorded historic built environment resources that may be located within or adjacent to the project site.

As part of the recordation and evaluation of resources within the project site, Dudek will conduct building development research at the City of Santa Cruz and Santa Cruz County to document the construction history of any potential historical resources and understand alterations that have been made to the property over time. Dudek will also conduct archival research to develop the appropriate historic context for the property significance evaluations.

Upon completion of the records search, Dudek will conduct a field survey to record the study area. Dudek assumes no more than four (4) properties containing buildings and structures 45 years old or older will require survey. The survey will be conducted by qualified cultural resources specialists/historians working no more than one (1) field day. This component will entail taking detailed notes and photographs. The survey will be limited to exterior areas of the buildings and properties, and it is assumed that access to the properties will be provided or organized by Kimley-Horn and/or the City of Santa Cruz. The information gathered as part of the survey includes documentation of spatial relationships, landscaping, alterations, and the

overall existing conditions of the buildings if necessary. The architectural historian cannot make determinations on structural soundness or life-safety. We assume that the built environment study area for the Project will be limited to the proposed project site boundary and adjacent properties have no potential to be impacted by the proposed project and will not require recordation or evaluation.

Preliminary research indicates that the project site encompasses four (4) properties that contain historic age buildings and structures over 45 years of age (Santa Cruz County Assessor):

- 131 Front Street (Assessor's Parcel Number: 007-034-02), commercial property established 1950;
- 512 Pacific Avenue (Assessor's Parcel Number: 007-034-03), commercial property established 1950;
- 600 Pacific Avenue (Assessor's Parcel Number: 007-034-05), commercial property established 1976; and
- 690-696 Pacific Avenue (Assessor's Parcel Number: 007-034-05), residential property established 1976.

These properties require recordation and evaluation for historical significance to determine if the project has the potential to impact historical resources, as defined by CEQA. As such Dudek assumes that the properties will each be recorded on one State of California Department of Parks and Recreation Series 523 Form (DPR form set) and will be evaluated in consideration of National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and City of Santa Cruz designation criteria and integrity requirements. As such, Dudek will prepare no more than four (4) property significance evaluations for this project. The DPR form sets will be appended to the applicable technical report described below. Should more than four (4) properties require evaluation and consideration as part of the project, a budget augment will be required.

Dudek will prepare a Built Environment Inventory and Evaluation Report that will summarize the results of the survey, research, and property significance evaluations. The report will discuss the proposed project descriptions, regulatory framework, all sources consulted, research and field methodology, and recommendations for appropriate management. Based on preliminary review of the property and our understanding of the proposed project Dudek assumes that the CEQA finding for historical resources will be no impact and no mitigation will be required. Should this assumption change over the course of completing technical work, Dudek reserves the right to revisit this scope and associated cost. We assume no more than one (1) draft and one (1) final version of the report will be required. A schedule for project deliverables will be determined upon notice to proceed. Should any additional resources be identified as a result of the survey requiring recordation and evaluation a budget augment may be required to address the resources.

Utilities

The original scope of work did not include preparation of a Water Supply Assessment, which is being conducted by the City of Santa Cruz. Dudek will coordinate with the Client and City and review the draft to ensure all CEQA requirements are met and to incorporate conclusions into the EIR.

Additionally, Kimley-Horn will prepare a new chapter to the South of Laurel District Area (SOLA) plan (as Appendix 8 to the Downtown Plan) that will address Infrastructure & Public Facilities.

Working with the project team, this chapter will describe the existing and planned infrastructure improvements for the project area, namely; water, recycled water (if available), wastewater, storm drainage, and dry utilities. This chapter will describe connection logistics, rights-of-way/easements, and necessary upgrades to the existing infrastructure system necessary to support redevelopment of the project site. Information to prepare the Utilities section of the project SEIR will be used to prepare this section as appropriate.

Tasks include:

- Consistent with the unit demands as identified in the City's water, wastewater, and storm drainage master plans (and/or other factors as provided by the City), work with the project team to identify demand projections and the conceptual location and sizing of water, recycled water, and storm and sewer facilities, based upon the SOLA District Conceptual Plan.
- Conceptually illustrate existing and proposed public infrastructure, including water, sewer, and storm drainage facilities.
- Conceptually illustrate stormwater drainage strategies and best management practices that shall/may be required as part of project construction and operation.

This chapter will also address necessary upgrades to the Laurel/Front Pump Station consistent with the SOLA District Conceptual Plan. It will also address improvements to the plan area associated with the potential raising of Spruce Street to match the grade of the San Lorenzo Riverwalk.

Infrastructure, Landscape, & Hardscape Cost Estimate

A rough order-of-magnitude cost estimate will be prepared for these above-described improvements, as well as an estimate for landscape and hardscape improvements to the public realm including the public street right-of-ways and the San Lorenzo Riverwalk. A memorandum will be prepared with an accompanying spreadsheet that identifies the improvement, unit costs, and estimated construction costs. A reference map will be included that identifies the location for each improvement.

This scope of work assumes two draft reviews by City staff.

Local Transportation Analysis

This task will be completed by Kimley-Horn.

Task 1 – Project Initiation and Data Collection

This task includes general project administration, including management of project staff, quality control, and project accounting. We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project.

Kimley-Horn will use available traffic counts provided by the City or already obtained by Kimley-Horn. It is understood that some counts are newer (2022/2023) and some older (before 2020). When traffic counts are unavailable, or were previously collected prior to 2020, Big Data and Caltrans PeMS data may also be used to develop turning movement counts at the study intersections by either obtaining them directly from Big Data or using a combination of Big Data and PeMS to grow historic counts to baseline conditions (assumed to be 2026 per Task 3 below).) Up to six (6) intersections in the Specific Plan Area will be counted as it is assumed that no historic counts exist, nor can reasonable volumes be developed using Big Data due to the lower existing volumes at those intersections.

If Kimley-Horn is directed by the City to collect additional traffic counts, this will be considered out of scope and will be billed in accordance with the Fee and Billing section below.

Kimley-Horn will complete one field visit to observe the proposed site access locations, intersection lane configurations, vehicle storage lengths, existing traffic control, speed limits, lane utilization, adjacent land uses, and other readily apparent features for the study intersections that are deemed by Kimley-Horn to be relevant to the Scope of Services.

Task 2 – Trip Generation and Distribution

The number of trips anticipated to be generated by the proposed project will be approximated using *Trip Generation Manual, 11th Edition*, published by the Institute of Transportation Engineers (ITE). The assignment of the project trips to the surrounding transportation network will be based on the Santa Cruz County Travel Demand Model (SCCTDM), existing traffic patterns, and professional judgment. Reductions for accessibility to transit, pedestrian, and/or bike facilities will be considered when estimating the net new project trips, consistent with City guidelines. Trip reductions will be applied consistent with ITE and industry practices to determine the total net new trips on the City's roadway network.

Kimley-Horn will submit a brief technical memorandum summarizing the proposed project's trip generation and distribution to the City for review. In addition, Kimley-Horn will summarize the trigger for the study intersections listed in Task 3 as a part of the memorandum. This task assumes that City staff can perform an expedited review of the brief technical memorandum to enable work to be completed for the efforts outlined in Task 3 as concurrence with the assumptions and findings in the memorandum underpin the assumptions used in the analysis summarized in Task 3.

Task 3 – Traffic Study

A weekday AM and PM peak-hour Level of Service (LOS) and queuing analysis will be conducted for the following scenarios, with exceptions noted below:

A. Existing Conditions

Scenario will be evaluated using counts to be collected/established per Task 1 above for all study intersections. Existing Conditions are assumed to represent conditions in which the Project is being implemented, assumed to be 2026.

B. Existing plus Approved Projects Conditions

Scenario will be evaluated by manually adding the approved project's trips, as developed and distributed per Task 2 above, to the Existing Conditions (Scenario "A"). The intersections studied under this scenario are located within the Specific Plan area. The City will provide the Approved project list and volumes through the study intersections from the previously conducted traffic studies. The following projects are under consideration to be included: Swenson (Front/Soquel), River/Front, Pacific/Front/Laurel, Pacific Station South, Cedar/Center, Pacific Station North, and Santa Cruz Library.

C. Existing plus Approved Projects plus Proposed Project Conditions

Scenario will be evaluated by manually adding the proposed project's trips, as developed and distributed per Task 2 above, to the Existing plus Approved Projects Conditions (Scenario "B"). Consistent with Scenario B, Existing plus Approved Projects Conditions, only a reduced number of intersections will be analyzed as a part of this scenario, as described below.

D. Cumulative General Plan Buildout Conditions (PM peak-Hour only)

Scenario will be evaluated using cumulative volumes provided by the City of Santa Cruz based on the City's General Plan analysis for the PM peak-hour.

E. Cumulative General Plan Buildout Plus Approved Projects Conditions (PM peak-Hour only)

Scenario will be evaluated by manually adding trips associated by approved projects to Cumulative General Plan Buildout Conditions (Scenario "D"), defined as projects that are entitled since 2017 (when the City's General Plan was last updated). The projects included will follow those assumed to be included in Scenario "B".

F. Cumulative General Plan Buildout Plus Approved Projects plus Proposed Project Conditions (PM peak-Hour only)

Scenario will be evaluated by manually adding the proposed project's trips, as developed and distributed per Task 2 above, to the Cumulative General Plan Buildout Plus Approved Projects Conditions (Scenario "E").

The LOS analysis will be completed for the following intersections for the specific scenarios outlined.

Existing plus Approved Projects (Scenario “B”) and Existing plus Approved Projects plus Proposed Project (Scenario “C”):

Project Area

- A. Pacific Avenue @ Front Street *
- B. Pacific Avenue @ Spruce Street *
- C. Front Street @ Spruce Street *
- D. Laurel Street @ Cedar Street *
- E. Laurel Street @ Pacific Avenue *
- F. Laurel Street @ Front Street *
- G. Front Street @ Laurel Extension (proposed intersection)
- H. Laurel Extension @ Third Street

The following intersections will also be analyzed for Existing (Scenario “A”) and all Cumulative scenarios (Scenarios “D” through “F”):

- 1. W Cliff Drive/Center Street @ Pacific Avenue
- 2. Mission Street @ Center Street
- 3. Mission Street @ Front Street/Pacific Avenue
- 4. Water Street @ River Street
- 5. Water Street @ Ocean Street
- 6. Ocean Street @ Washburn Avenue
- 7. Ocean Street @ Plymouth Street
- 8. Laurel Street @ SR 1/Mission Street
- 9. Laurel Street @ California Street
- 10. Laurel Street @ Chestnut Street
- 11. Laurel Street @ Center Street
- 12. Laurel Street @ Cedar Street
- 13. Laurel Street @ Pacific Avenue
- 14. Laurel Street @ Front Street
- 15. Laurel Street @ San Lorenzo Boulevard
- 16. Broadway @ Ocean Street
- 17. Riverside Avenue @ Soquel Avenue
- 18. Soquel Avenue @ Ocean Street
- 19. Soquel Avenue @ Branciforte Avenue
- 20. Soquel Avenue @ Seabright Avenue
- 21. Soquel Avenue @ Morrissey Boulevard/Water Street
- 22. Soquel Avenue @ Frederick Street
- 23. Soquel Avenue @ Trevethan Avenue/Hagemann Avenue
- 24. Soquel Avenue @ Park Way

25. Soquel Avenue @ Capitola Road
26. Morrissey Boulevard @ Fairmount Avenue/SR-1 SB On-Ramp
27. Pacific Avenue @ Second Street
28. Pacific Avenue @ Front Street
29. Pacific Avenue @ Spruce Street
30. Front Street @ Spruce Street
31. Morrissey Boulevard @ SR-1 NB Ramps/Rooney Street/Pacheco Avenue

LOS and queuing for study intersections will be determined for the time periods and analysis scenarios listed above. LOS and queuing for each scenario will be determined using methods defined in the most recent edition of the Highway Capacity Manual, using appropriate traffic analysis software (Synchro®).

City policy and Traffic Impact Analysis Guidelines¹ state that an adverse effect on intersection operations occurs when the analysis demonstrates that the Project would cause the operations standard at a study intersection to fall below acceptable LOS threshold with the addition of project vehicle-trips to baseline conditions and would be more than 3-percent over the existing total volume at the intersection. Intersections adversely impacted by the Project will be evaluated for potential recommendations including but not limited to reducing project vehicle-trips, constructing geometric improvements to improve overall capacity, and/or implementing a trip cap with a monitored transportation demand management (TDM) program. In addition, all-way stop controlled (AWSC) intersections will be screened for roundabouts or traffic signals as potential mitigation measures.

Mitigations will be identified in either geometric improvements consistent with the TIF, or potentially the reduction of trips through TDM measures that may also require a payment of VMT fees, if available. In addition, mitigation measures for roadway geometric ideas contained within the plan will confirm whether these assumptions are feasible. Appropriate measures will be discussed with City staff and this discussion may result in a recommendation that no improvements be made if nothing feasible is possible. The effort expended on this task will be commensurate with the budget and hours allocated in the fee and billing section below. It is anticipated that the County VMT Banking Fee program may also be used as mitigation, if available and adopted.

Task 3.1 – Concept of Operations

Kimley-Horn will develop a concept of operations for access-controlled two-way operations on Laurel Street Extension to connect Beach Hill Neighborhood/Third and Front Street. In addition, Kimley-Horn will evaluate capacity, queue management, equipment, and maintenance requirements for the connection. Through this effort, it will be assumed that the Boardwalk

¹ *Transportation Study Requirements for Development*. City of Santa Cruz. August 6, 2021.

Shuttle/Public Transit, Emergency Vehicles, and Residents of Beach Hill/Beach flats would be allowed to use the connection.

Task 5 – Parking Evaluation

Kimley-Horn will complete parking evaluation that will include the following elements:

- A. Evaluate the project’s consistency with the City’s Parking Ordinance/Downtown Parking Resolution
- B. Determine Parking Demand Estimate using the most recent edition of ITE’s Parking Generation Manual or the Urban Land Institute’s (ULI) *Shared Parking, Third Edition*
- C. Complete a Shared Parking Analysis (On-street, parking lot, or garage)
- D. Determine Site Parking Requirements (Autos and Bikes)
- E. Evaluate Adjacent Parking Conditions
- F. Determine Any Site Modifications Recommended

Task 6 – Administrative and Draft Report

Kimley-Horn will prepare and submit an electronic (PDF) copy of the draft report to the City. We will address one (1) set of consolidated, non-conflicting comments from the City on the draft memorandum. If the comments require additional analysis or data collection beyond that provided for in this Scope of Services, this work will be considered as an additional service. Any additional comment responses, regardless of origin, will also be considered as an additional service.

Task 7 – Final Memorandum

Kimley-Horn will prepare and submit an electronic (PDF) copy of the final memorandum to the Client.

Schedule

We will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule. We anticipate delivery of the draft technical memorandum within fourteen (14) weeks of receipt of a Notice-to-Proceed and after traffic count data has been collected. Finally, we anticipate delivery of the final memorandum within three (3) weeks following receipt of comments from the City on the draft memorandum.

Additional Community Outreach Meetings

The original scope of work included three community workshops, one of which has occurred. The second and third workshops are anticipated to occur prior and subsequent to release of the public review draft SOLA District plan.

This task is for additional public outreach on an as-needed basis as requested by the City. This will include up to six focus group/neighborhood meetings and up to four presentations to local stakeholder organizations and/or City commissions. This effort will include meeting preparation

(PowerPoint presentation) and coordination with City staff, and meeting attendance by one senior Kimley-Horn staff member.

Community Survey #2

Working in coordination with City staff, prepare an on-line community survey using Microsoft Forms to receive community feedback on conceptual design features, functional uses, optional design considerations, and visual preference options for the SOLA District. Topics will include but are not limited to: 1) Mobility and roadway options, 2) Design options for the San Lorenzo Riverwalk, 3) Desired character of the proposed Spruce Street plaza, Pacific Avenue “flex zone”, and Front Street, and 4) Preferences regarding hardscape and landscape features. The survey will present questions in a quantifiable format and include images and graphics to easily communicate potential design features.

The scope of work assumes three draft reviews of the survey by City staff and coordination and input from the Santa Cruz Warriors project team.

Results from the survey will be collated in a report format that will include charts and recordation of all narrative comments received. An executive summary will be prepared to highlight key findings and conclusions. A select number of charts and a brief summary will also be incorporated into a PowerPoint presentation for use in community meetings and public hearings.

Project Visualizations

Dahlin, as a subconsultant to Kimley-Horn, will provide up to seven (7) color renderings showing the overall character of project. The locations and details regarding these renderings will be determined in coordination with City staff but are currently envisioned as:

1. Pacific Avenue looking south
2. Top of Cliff Street stairs (panorama view)
3. Spruce and Front (or Pacific) looking toward the San Lorenzo River
4. Lower Front Street looking toward traffic circle, flex zones on Pacific Avenue, and the proposed Laurel St. Extension
5. Riverwalk looking south toward Beach Hill
6. Laurel St. Bridge looking toward SOLA
7. Looking south through existing downtown into SOLA

Where appropriate, the existing drone footage may be used for one or more of these visualizations.

Based on City staff, community, and Planning Commission and City Council feedback, prepare up to three revisions to the renderings.

All conceptual renderings will be a combination of actual photography and artist depictions of theoretical design and are provided for illustrative purposes only. Actual project designs may vary. All images are provided without any warranty of any kind, either expressed or implied.

It is expected that any requested rounds of revisions will be relatively minor and will be limited to no more than eight (8) hours per round of revision and includes items such as streetscape, entourage, colors, or materials. Significant changes to architectural concepts, vertical design, or view angle may require additional services.

If available at the time of initiation of this task, Dahlin will incorporate a 3D digital model of the proposed arena and/or other areas within the project area into the renderings as provided by the Santa Cruz Warriors development team. This will help provide better consistency and integration with the SOLA District Plan development standards and design guidelines.

Additional Design Services, Meetings, and Coordination

Kimley-Horn will provide the following:

- The project manager will provide up to 40 hours of time for meetings, phone/conference calls, and on-going coordination with City staff and the Santa Cruz Warriors as it relates to their development plans.
- Staff from Kimley-Horn will provide up to 60 hours of time for meetings, phone/conference calls, and on-going coordination with City staff as it relates to the preparation of the SOLA District Plan (as an appendix to the Downtown Plan), preparation of the Draft and Final EIR, additional public outreach, and other tasks as requested by the City from June 2023 to June 2024 (extension period from the original schedule).

Dahlin, as a subconsultant to Kimley-Horn, will provide the following:

- Up to three (3) additional future development scenario frameworks including spreadsheet analysis and three-dimensional massing models
- Up to 40 hours of staff time for revisions to the Draft SOLA District Plan per City comments on the 1st Administrative Draft
- Up to 20 hours of staff time for revisions to the Draft SOLA District Plan per City comments on the Public Review Draft
- Up to 20 hours of staff time for revisions to the Draft SOLA District Plan per City comments on the Final Administrative Draft
- Up to 16 additional project team meetings (assumes up to one per month through June 2024)
- In-person attendance at three (3) community outreach / public meetings (travel time included)

Budget Summary

Kimley-Horn and our subconsultants will complete these additional tasks on a time and materials not-to-exceed basis. A summary is provided below.

Santa Cruz Downtown Plan Expansion Plan Project

Contract Amendment # 2 | Page 12

**Santa Cruz Downtown Plan Expansion Project
Amendment # 2 Fee Estimate**

Task	City of Santa Cruz	SC Warriors	Consultant
Peer Review of Technical Reports		\$5,000	Kimley-Horn
Archaeological Investigation		\$5,400	Dudek
Historical Resources Evaluation		\$14,500	Dudek
Utilities			
WSA Coordination	\$3,000		Dudek
Infrastructure & Public Facilities	\$7,500		Kimley-Horn
Infrastructure, Landscape, & Hardscape Cost Estimate	\$15,000		Kimley-Horn
Local Transportation Analysis	\$122,800		Kimley-Horn
Additional Community Outreach Meetings	\$15,000		Kimley-Horn
Community Survey	\$16,000		Kimley-Horn
Project Visualizations	\$35,000		Dahlin
Additional Design Services, Mtgs. & Coord.			
Kimley-Horn	\$19,500	\$13,000	Kimley-Horn
Dahlin	\$25,800		Dahlin
Total	\$259,600	\$37,900	
Total By Consultant			
Kimley-Horn	\$213,800		
Dudek	\$22,900		
Dahlin	\$60,800		
Total	\$297,500		



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Public Works

SUBJECT: FreeWire Boost Charger for Medium/Heavy Duty Vehicles (g402301) – Award Contract and Budget Adjustment (PW)

RECOMMENDATION: Motion to:

- 1) Adopt a resolution to amend the FY 2023 budget to appropriate funds in the amount of \$233,745; and
 - 2) Authorize the purchase of FreeWire Boost Charger from FreeWire Technologies (Newark, CA) in the amount of \$214,655.
-

BACKGROUND: In 2020, the City of Santa Cruz (City) successfully secured grant funding to acquire an all-electric refuse hauler, fully funded by \$400,000 from Monterey Bay Air Resource District (MBARD) and \$200,000 from VW Mitigation Fund. The electric refuse truck was delivered in late 2022.

In April 2022, the City Council authorized the purchase of a FreeWire Boost Charger for the all-electric refuse hauler, funded by a grant from the California Energy Commission (CEC) EnergiIZE program. Additionally, staff received a retroactive \$100,000 rebate from Central Coast Community Energy (3CE). These grants from CEC and 3CE covered most of the associated costs.

Actual project charger costs:

- FreeWire DCFC: \$190,095
- Installation: \$37,785
- Total Project Cost: \$227,880
- Grants: CEC: \$95,776 and 3CE: \$100,000
- Total Grant Awards: \$195,776
- City Contribution: \$32,104 or 14%

Unlike many grants, the CEC EnergiIZE and 3CE programs allow for stacking of grants and rebates as long as they do not exceed the total project cost.

The decision to select the FreeWire Boost Charger was based on the following: (1) it operates on existing electrical infrastructure avoiding expensive upgrades; (2) it has 160 kWh in battery

backup; and (3) the charger has the correct voltage for the EV refuse hauler. Additionally, FreeWire secured the CEC grant.

DISCUSSION: Section 3.08.170 of the Municipal Ordinance allows the City to buy from cooperative purchasing agreements when is in the best interest of the City to do so. FreeWire Technologies has the Sourcewell contract 042221-FRE for Electric Vehicle Equipment, such as Ultrafast EV charging stations and energy storage.

To accommodate longer routes, it would be advantageous to install a second charger at the Landfill for the EV refuse hauler to enable quick charging before returning to the Corporation Yard. FreeWire has also secured a second grant under the CEC EnergiIZE program for this purpose.

The total cost of the Freewire Boost Charger is \$214,655. A conditional award of \$154,739.84 was granted under the EnergiIZE program. Staff will seek additional funding from 3CE to cover the remaining project costs. 3CE’s Electrify Your Fleet rebate program is expected to be renewed August 2023 for their fiscal year pending Board approval. City staff is able to submit for funding in one or two ways: reservation with a purchase order proof of commitment or rebate after project completion. The City has been successful in receiving funding from 3CE for electric vehicles and chargers.

Projected Costs:

- Freewire DCFC: \$214,655.00
- Installation: \$40,000
- Total Project Cost: \$254,655
- Total Grants: CEC: \$154,740 and 3CE: \$59,915
- Total Expected Grant Awards: \$254,655
- City Contribution: \$0 or 0%

FISCAL IMPACT: There is no impact to the General Fund. FY 2023 Refuse Fund funding needs to be appropriated in the FreeWire Boost Charger and Installation at the Resource Recovery Facility project (g402301) in the amount of \$214,655 to fully fund the Freewire Boost Charger.

Prepared By:
Andy Shatney
Energy Projects Coordinator

Submitted By:
Nathan Nguyen, P.E.
Director of Public Works

Approved By:
Matt Huffaker
City Manager

Filipina Warren
Public Works Operations
Manager

ATTACHMENTS:

1. BUDGET ADJUSTMENT.PDF
2. FREWWIRE QUOTE.PDF
3. ENERGIIZE CONDITIONAL QUOTE.PDF
4. RESOLUTION.PDF

City of Santa Cruz BUDGET ADJUSTMENT REQUEST

Clear Form

Administrative Approval
 Council Approval

Fiscal Year: 2023

Date: 06/27/2023

Reso #:

Purpose: California Energy Commission (CEC) and the Central Coast Community Energy (3CE) is offerings grants for EV Fast-Track incentives. CEC Energllze is authorized to apply for such grants on behalf of the City. This grant will allow the City to purchase the Freewire portable battery to charge Refuse's two EV refuse trucks. Refuse Fund will be purchasing the charger and the grant will be reimbursed to the Refuse Fund.

ACCOUNT	PROJECT	PROJECT NAME (if applicable) OR REVENUE ACCOUNT TITLE	AMOUNT
731-40-63-7303-43363	g402301-149-2272-0	Freewire Boost Charger and Installation at Landfill	154,740
		Local capital grants CCCE	
731-40-63-7303-43250	g402301-216-1007-0	Freewire Boost Charger and Installation at Landfill	79,005
		State Capital Grants CEC EnergllZE	
TOTAL REVENUE			233,745

ACCOUNT	PROJECT	PROJECT NAME (if applicable) OR EXPENDITURE ACCOUNT TITLE	AMOUNT
731-40-63-7303-57402	g402301-100-2020-0	Freewire Boost Charger and Installation at Landfill	233,745
		State capital grants and contributions	
TOTAL EXPENDITURE			233,745

NET: \$ 0

REQUESTED BY	DEPARTMENT HEAD APPROVAL	BUDGET/ACCOUNTING REVIEWED	FINANCE DIRECTOR APPROVAL	CITY MANAGER APPROVAL
Christina Alberti <small>Digitally signed by Christina Alberti DN: cn=Christina Alberti, o=City of Santa Cruz, ou=Public Works Operations, email=cpalberti@santacruz.gov, c=US Date: 2023.06.27 16:03:48 -0700</small>	 Digitally signed by Nathan Nguyen	Edward Torres 21.3 <small>Digitally signed by Edward Torres DN: cn=Edward Torres, o=City of Santa Cruz, ou=Finance Department, email=etorres@santacruz.gov, c=US Date: 2023.06.11 09:28:47-0700</small>	Elizabeth Cabell <small>Digitally signed by Elizabeth Cabell DN: cn=Elizabeth Cabell, o=City of Santa Cruz, ou=Finance Department, email=ecabell@santacruz.gov, c=US Date: 2023.06.14 09:57:47-0700</small>	

Quotation

City of Santa Cruz

809 Center Street
Santa Cruz, CA 95060
United States

Andy Shatney

ashatney@cityofsantacruz.com
(831) 251-5665 (Mobile)

FreeWire Technologies

7200 Gateway Blvd

Newark, CA 94560
US

Prepared by: Jordan Baroody

Sales Director, State & Local Gov't
jbaroody@freewiretech.com

Site Location: TBD

Quote ID: 20230213-105913667

Quote created: February 13, 2023

Quote expires: June 30, 2023

Products & Services

ITEM & DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Boost Charger 200kW with 3 Year Warranty Ultrafast EV Charger with Integrated Storage 160kWh capacity, 200kW 950V Output Dual-Port CCS Combo	1	\$172,000.00	\$172,000.00
200kW On-Site Warranty Extension to 5 years	1	\$19,245.00	\$19,245.00
Site Assessment (On-site) Site design preparation and initial plan check submittal	1	\$1,500.00	\$1,500.00
On-site Commissioning	1	\$1,000.00	\$1,000.00

TAXES AND OTHER FEES	
Estimated Shipping	\$5,000.00
Santa Cruz Sales Tax (9.25%) applied to Boost 200 and 3 Year Warranty	\$15,910.00

Total	\$214,655.00
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Comments

Pricing for Boost 200 with 5 Year Total Warranty, estimated Shipping, and estimated sales tax.

Lead time is 12-16 weeks from PO.

Pricing includes site design and initial plan check submittal.

Purchase terms

Per FreeWire / Santa Cruz Agreement and EnergIIZE program.

EnergiIZE Commercial Vehicles Project Notice of Conditional Award

March 14, 2023

Dear Andy Shatney (City of Santa Cruz – Application ID EVFAST- W1-17102),

Congratulations! Your EV Fast Track funding lane application has been reviewed for completeness. As this is a competitive funding lane, all applications were scored using the defined metrics found within the Energy Infrastructure Incentives for Zero-Emission (EnergiIZE) Commercial Vehicles Project Implementation Manual. Your application received one of the top scores, and incentives have been set aside for your infrastructure project.

You have been conditionally approved for the following amount: \$154,739.84

Please note, this is a *conditional* award because payment will not be remitted until Step 3 documents have been received by the EnergiIZE Team. Please reference a recording of the EV Jump Start Application Process Workshop at www.Energiize.org/irc for more information on the entire application process. Additional information is also available on the EnergiIZE website at www.Energiize.org.

Thank you again for your submission and commitment to zero- emission vehicles.

Sincerely,

The EnergiIZE Team

RESOLUTION NO. NS-29,961

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ AUTHORIZING
SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA ENERGY COMMISSION
GRANTS FOR WHICH CITY OF SANTA CRUZ IS ELIGIBLE

WHEREAS, the California Energy Commission (CEC) plays a critical role in an energy system that thrives. The CEC also plays a key role in developing and implementing policies and programs that create a low-carbon economy; and

WHEREAS, the California Energy Commission announced approval of a first-of-its-kind project to accelerate the deployment of infrastructure needed to fuel zero-emission trucks, buses and equipment, under the Clean Transportation Program; and

WHEREAS, administered by CALSTART, the EnergiIZE Commercial Vehicles (Energy Infrastructure Incentives for Zero-Emission Commercial Vehicles) project will use a concierge-like model working directly with eligible applicants to help plan and fund the purchase of charging and hydrogen fueling infrastructure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Cruz authorizes the submittal of application(s) to the California Energy Commission for all grants which the City of Santa Cruz is eligible; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Santa Cruz all grant documents, including but not limited to applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED AND ADOPTED this 12th day of April, 2022, by the following vote:

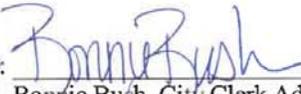
AYES: Councilmembers Kalantari-Johnson, Cummings, Brown, Meyers; Vice Mayor Watkins; Mayor Brunner.

NOES: None.

ABSENT: Councilmember Golder.

DISQUALIFIED: None.

APPROVED: 
Sonja Brunner, Mayor

ATTEST: 
Bonnie Bush, City Clerk Administrator



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Public Works

SUBJECT: Overnight Parking Permit Fees Related to Oversized Vehicle Ordinance
(No. 2021-20) Implementation (PW)

RECOMMENDATION: Resolution establishing fees for City-issued oversized vehicle overnight parking permits.

BACKGROUND: The Oversized Vehicle Ordinance (OVO) was approved by the California Coastal Commission (CCC) on May 11, 2023. According to Ordinance No. 2021-20 (Santa Cruz Municipal Code section 10.40.120(j)), permit rates must be set by council resolution.

An oversized vehicle overnight parking permit will be required for motorized vehicles or combination of motorized vehicles and/or non-motorized vehicles or trailers that meet or exceed twenty feet in length or both eight feet in height and seven feet in width per SCMC 10.04.106 (oversized vehicle definition). The permit will be required and must be displayed when oversized vehicles are parked on roadways between the hours of 12:00 AM and 5:00 AM anywhere in the City.

The oversized vehicle permit allows residents to park their qualifying vehicle for up to four periods of up to seventy-two consecutive hours per calendar month. (SCMC 10.40.120(i)(1)). The oversized vehicle must be absent from the location for a minimum of twenty-four consecutive hours to be lawfully parked overnight at the location again. (SCMC 10.40.120(i)(1)). There are additional permit guidelines set for guests of residents, hotel guests, and contractor's oversized commercial vehicles.

DISCUSSION: The oversized vehicle permit is part of the implementation of the OVO but requires additional city effort. Charging a fee for the permit helps the City recoup some of the administrative costs. Based on the current rate of \$30 a year for the residential parking permit program, staff propose the following rates for oversized vehicle overnight parking permits:

- Residential Permits: \$12.00 per year (allows a resident to park an oversized vehicle for four periods of up to seventy-two consecutive hours per calendar month)
- Residential Guest Permits: \$5.00 per (72 hour) permit
- Hotel Guest Permits: \$5.00 per (72 hour) permit
- Contractor Permits: \$30.00 per year (allows a qualifying resident and vehicle to park nightly)

The implementation of the OVO is a multidisciplinary effort across many city departments. The implementation cost and demand for permits are both difficult to quantify at this time. As the program is evaluated and costs are better understood, it is recommended to review the permit fee.

FISCAL IMPACT: The implementation of the OVO will cost the General Fund. By recouping some of that cost through permits, it will reduce the impact.

Prepared By:
Heather Sawyer
Parking Program Manager

Submitted By:
Nathan Nguyen, P.E.
Director of Public Works

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. DRAFT RESOLUTION SETTING THE FEE FOR PARKING OF OVERSIZED VEHICLES.DOCX
2. OVERSIZED VEHICLE ORDINANCE NO. 2021-20.PDF
3. OVERSIZED VEHICLE PERMIT EXAMPLE.DOCX
4. MUNICIPAL CODE 10.40.120 PARKING OF OVERSIZED VEHICLES.DOCX
5. MUNICIPAL CODE 10.41 CITYWIDE PERMIT PARKING.DOCX

RESOLUTION NO. NS-XX,XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ
ESTABLISHING FEES FOR CITY ISSUED OVERSIZED VEHICLE OVERNIGHT
PARKING PERMITS

WHEREAS, on November 9, 2021, the City Council adopted Ordinance No. 2021-20 (“Oversized Vehicle Ordinance”), which, subject to some exceptions, prohibits the overnight parking of oversized vehicles on any public highway, street, alley, or city parking lot (see Santa Cruz Municipal Code (SCMC) section 10.40.120(a)); and

WHEREAS, on May 11, 2023, the California Coastal Commission approved the Coastal Permit authorizing implementation of the ordinance for a period of one year; and

WHEREAS, the ordinance contemplates an overnight parking permit program for oversized vehicles owned by City residents and their visitors, hotel visitors, and contractors, which will allow them to legally park overnight on City streets by displaying of a City-generated oversized vehicle parking permit, subject to various limitations; and

WHEREAS, the ordinance authorizes the City Council by resolution to create a permit fee to recover administrative costs associated with providing each such permit (SCMC 10.40.120(j)); and

WHEREAS, the Finance Department is directed to update and publish the Master Fee Schedule to reflect the contents of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Cruz establishes the following rate structure for oversized vehicle overnight parking permits:

- Residential Permits: \$12.00 per year (allows a resident to park an oversized vehicle for four periods of up to seventy-two consecutive hours per calendar month)
- Guest Permits: \$5.00 per (72 hour) permit
- Hotel Guest Permits: \$5.00 per (72 hour) permit
- Contractor Permits: \$30.00 per year (allows a qualifying resident and vehicle to park nightly)

PASSED AND ADOPTED this 27th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

RESOLUTION NO. NS-XX,XXX

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator

ORDINANCE NO. 2021-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ AMENDING TITLE 10 "VEHICLES AND TRAFFIC" AT CHAPTERS 10.04 "DEFINITIONS," 10.40 "STOPPING, STANDING AND PARKING," 10.41 "CITY-WIDE PARKING PERMIT," PERTAINING TO THE PARKING OF OVERSIZED VEHICLES AND AMENDING CHAPTER 16.19 "STORM WATER AND URBAN RUNOFF POLLUTION CONTROL" AT SECTION 16.19.070 "DISCHARGE OF SEWAGE PROHIBITED"

WHEREAS, over the last decade, the community has worked on addressing the public health, public safety and environmental impacts of oversized vehicles parked on city streets, and these impacts affect both individuals who are housed and those who are unhoused; and

WHEREAS, our City is committed to the well-being of all and therefore is establishing a set of parameters to facilitate time and manner of oversized vehicle parking on city roads as well as alternative safe parking sites; and

WHEREAS, Chapter 6.36 of the Municipal Code allows for religious assembly uses to host six or fewer oversized vehicles and for businesses to host three or fewer oversized vehicles on a site, and pursuant to such regulations, safe overnight parking locations currently exist within the City to serve individuals experiencing homelessness who reside in their vehicles; and

WHEREAS, the City is now committing itself to further expand programs that provide parking and/or shelter options available to those living in oversized vehicles without the economic means to find non-vehicle shelter or safe legal parking locations; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Santa Cruz as follows:

Section 1. Chapter 10.04 "Definitions" is hereby amended by adding Sections 10.04.065 "Current Address," 10.04.085 "Loading and unloading," 10.04.104 "Out-of-town visitor," 10.04.106 "Oversized vehicle" and 10.04.165 "Resident," as follows:

- A. "10.04.065 CURRENT ADDRESS. "Current Address" shall mean the street name and postal address number, along with the city, state, and zip code, of the primary physical residence where an individual resides. If the individual has more than one address, it shall be the location where they are registered to vote. If they are not registered to vote, it shall be the location where they spend the most time during the year.
- B. "10.04.085 LOADING AND UNLOADING. "Loading and unloading" shall mean actively moving items to or from an oversized vehicle including the activities required to prepare the vehicle for travel or storage."
- C. "10.04.104 OUT-OF-TOWN VISITOR. "Out-of-town visitor" shall mean any person who does not reside in the City of Santa Cruz, who is temporarily visiting as a guest of a

resident of the city, and who has applied for and obtained an oversized vehicle overnight parking permit.”

- D. “10.04.106 OVERSIZED VEHICLE. “Oversized vehicle” shall mean any motorized vehicle (as defined of Section 670 of the Vehicle Code) or combination of motorized vehicles and/or non-motorized vehicles or trailers that: (1) meets or exceeds twenty feet in length at any time, or (2) both of the two following criteria, exclusive of fixtures, accessories, or property: eight feet in height and seven feet in width.
- (a) To determine the height, width or length of the vehicles defined in this section, any extension to the vehicle caused by mirrors, air conditioners, or similar attachments as allowed by Section 35109, 35110 or 35111 of the Vehicle Code as may be amended shall not be included.
 - (b) Oversized vehicle does not include pickup trucks, vans, or sport utility vehicles that are less than twenty feet in length and eight feet in height.”
- E. “10.04.165 RESIDENT “Resident” shall mean a person who customarily resides and maintains a place of abode with a street address number in the City of Santa Cruz or who owns land within the City of Santa Cruz with a street address number. It shall not mean a person who maintains an address at a post office box, mailbox drop, or who rents a room without it being the primary place of abode.”

Section 2. Chapter 10.40 “Stopping, standing and parking” is hereby amended by adding Section 10.40.120 “Parking of Oversized Vehicles,” to read as follows:

“10.40.120 PARKING OF OVERSIZED VEHICLES.

- (a) No person shall stop, stand, park, or leave standing any oversized vehicle on any public highway, street, alley, or city parking lot at any time between the hours of midnight and 5:00 a.m. unless explicitly permitted by Section 10.40.120(g).
- (b) No person shall permit, cause, or allow any electrical, water, gas, telephone, or other utility connection (such as electrical cords, extension cords, hoses, cables, or other items) to encroach into any public right-of-way including across or above any street or sidewalk from a residential or commercial property to an oversized vehicle or trailer parked on a public highway, street, or city parking lot.
- (c) No person shall establish or maintain an open fire on any public highway, street, alley or city parking lot, (such as camp fires, bonfires, BBQs, recreational fires, burning of garbage, or portable outdoor fireplaces) without a permit from the City. In addition, it shall be unlawful to intentionally or negligently set fire to or cause the burning of combustible material on any public highway, street, alley or city parking lot in such a manner as to endanger the safety of persons or property. A violation of this subsection is a misdemeanor.

(d) No person, who owns or maintains an oversized vehicle, shall permit the area surrounding the oversized vehicle to be maintained in an unsafe, untidy, and/or unsanitary/unhygienic fashion. Surrounding areas must be kept free from litter, debris, waste, discarded food products, discarded hypodermic needles, discarded property, improperly disposed gray or black water, unleashed animals, and garbage. A violation of this subdivision shall be a misdemeanor, and may subject the vehicle to towing pursuant to Vehicle Code section 22651(h)(1)

(e) Unattached trailers are prohibited from being parked on any city street or alley at any time, unless in the process of actively being loaded or unloaded.

(f) Oversized vehicles shall not be parked at any place within 100 feet of a crosswalk, intersection, boulevard, stop sign, official electric flashing device or approach to any traffic signal.

(g) The prohibitions contained in Subsection (a) shall not apply to any of the following:

(1) Oversized vehicles owned by a resident or out-of-town visitor displaying a permit for overnight parking issued by the city manager or their designee in accordance with this article. The issuance of a permit shall not allow any other activity otherwise prohibited by law.

(2) Oversized vehicles displaying a permit issued by the city manager to a hotel as defined in Sections 24.22.450 and 24.22.550, respectively, for the exclusive use of its registered guests.

(3) Oversized vehicles involved in an emergency or being repaired under emergency conditions. Emergency parking may be allowed for twenty-four consecutive hours where an oversized vehicle is left standing at the roadside because of mechanical breakdown or because of the driver's physical incapacity to proceed.

(4) Oversized vehicles belonging to federal, state, or local authorities or public utilities that are temporarily parked while the operator of the oversized vehicle is conducting official business.

(5) Oversized commercial vehicles actively engaged in the loading and unloading and deliveries of person, merchandise, wares, supplies, goods, or other materials in the course of construction or other work from or to any adjacent building or structure.

(6) Parking of any oversized vehicle during the pendency of a non-pandemic related state of emergency declared to exist within the City of Santa Cruz by the city council, city manager or governor.

(7) A person and oversized vehicle that are, collectively, registered and participating in a safe parking program or other safe sleeping or transitional shelter program operated or sanctioned by the City, but do not have access to a safe parking space or other shelter options under such programs due to a lack of capacity.

(8) Any oversized commercial vehicle that has been issued and is displaying a contractor's oversized vehicle parking permit.

(h) Any resident may obtain an oversized vehicle overnight parking permit to park an oversized vehicle registered to them adjacent to their residence. Any resident may obtain an oversized vehicle overnight parking permit to park an oversized vehicle belonging to an out-of-town visitor. The city manager or their designee may issue a permit for overnight parking of an oversized vehicle to any resident or out-of-town guest of a resident subject to the following provisions:

(1) The oversized vehicle shall be owned, leased, rented by, or registered to, a resident or out-of-town visitor.

(2) The oversized vehicle shall park at the street curb immediately adjacent to the address for which the oversized vehicle parking permit has been granted, or within four hundred feet of that address if the area immediately adjacent to the address is not available for parking due to curb configuration; due to the adjacent parking spaces being occupied by vehicles belonging to someone other than the owner, permittee, or a visitor of the owner or permittee; or due to the immediately adjacent parking resulting in a violation of Section 10.40.120(f) .

(3) The oversized vehicle overnight parking permit shall be prominently displayed in the lower driver's side of the windshield or the nearest window of the vehicle. The permit shall be clearly visible from the exterior of the oversized vehicle and shall not cover the Vehicle Identification Number. Attached trailers shall display the permit on the side of the trailer so that the permit is visible from the street.

(4) Any oversized vehicle present in conjunction with a short-term rental shall need a valid permit to park and shall park immediately adjacent to the short-term rental if that space complies with Section 10.40.120(f), or if the immediately adjacent space is unavailable, within 400 feet of the short-term rental.

(5) The city manager or their designee may deny or revoke an oversized vehicle overnight parking permit if, upon a review of the location where the oversized vehicle will be parked, the city manager or their designee determines that it would create a traffic hazard or otherwise would adversely affect public safety, traffic flow, bike lanes, or access. Upon the filing of the application, the City may make such an investigation as necessary to determine whether such a permit should be issued. The application for a permit must contain:

- a. Name, current address, phone number, and current valid driver's license number of the resident applicant.
- b. The vehicle license plate number, make, model and type of vehicle for which an overnight parking permit is requested.
- c. The name and current address of the registered owner of the vehicle
- d. Proof of ownership and current registration of said vehicle
- e. The dates for which the permit is requested.
- f. A statement that the applicant declares under penalty of perjury that all statements in the application are true; and
- g. The signature of the applicant and date of application.

In addition, the application shall include:

- a. Valid California Driver's License for the vehicle's owner
- b. Proof of current registration
- c. Proof of current utility bill which matches the resident's address indicated in the permit application

(6) Permits are not transferable. Individuals who are found to have sold or transferred their permit will lose future permit privileges.

(i) Overnight Parking Permit Duration.

(1) Each resident oversized vehicle overnight parking permit shall be valid for one year. A resident oversized vehicle permit allows a resident to park an oversized vehicle for four periods of up to seventy-two consecutive hours per calendar month. The oversized vehicle must be absent from the location authorized by Subsection (h) (2) for a minimum of twenty-four consecutive hours to be lawfully parked overnight at the location again.

(2) Each oversized vehicle overnight parking permit issued to an out-of-town visitor shall be valid for a maximum of seventy-two hours.

(3) No more than six out-of-town visitor permits shall be issued in respect of any address in a calendar year. No more than one resident oversized vehicle overnight parking permit shall be issued in respect of any address at one time.

(j) Parking Permit fee. The parking permit fee for oversized vehicles shall be established by city council resolution.

(k) Fraudulent Permit Penalty. Every person who displays a fraudulent, forged, altered or counterfeit oversized vehicle parking permit or permit number is guilty of an infraction for the first offense. Any subsequent offense committed within twelve months of a previous citation is a misdemeanor. Pursuant to Section 4.04.010(3), any misdemeanor offense may be charged and prosecuted as an infraction or a misdemeanor.

(l) Overnight Parking Permit Denial. The city shall deny the issuance of an oversized vehicle overnight parking permit for up to one year if the city manager or his/her designee finds that any of the following conditions exist:

(1) The applicant or the person the applicant is visiting is not a bona fide resident, as defined by section 10.04.165 above.

(2) The resident or out-of-town visitor guests of a resident have been issued five or more citations for violations in the twelve calendar months prior to application.

(3) The out-of-town visitor is not a guest of the resident applicant.

(4) An owner of an oversized vehicle has procured any oversized vehicle parking permit through fraud or misrepresentation, for example, the information submitted by the applicant is materially false.

(5) The hotel or motel establishment is issuing oversized vehicle permits to non-paying guests of the commercial establishment and/or the guests are camping in the vehicle rather than residing in the commercial establishment.

(m) City Operated or Sponsored Safe Parking Programs. In addition to the private property allowances authorized through Chapter 6.36.030, the City may operate, sponsor, or authorize safe parking programs for vehicles on any City owned or leased properties in the City, or any City-sanctioned private parking lots. The City Manager shall develop a policy that establishes operational criteria for safe parking programs.

(n) A person may obtain a contractors oversized vehicle parking permit for a specific oversized commercial vehicle if he or she demonstrates in writing to the satisfaction of the Public Works Director or his or her designee, on an application form prepared by the Public Works Director and upon payment of a fee prescribed by resolution of the City Council, what they meet and agree to each the following conditions:

(1) The person owns or lawfully possesses an oversized commercial vehicle which is registered with the Department of Motor Vehicles as a commercial vehicle and displays identifiable California commercial license plates;

(2) The person possesses a valid business license issued pursuant to Chapter 5.04 of the Santa Cruz Municipal Code and has paid all other applicable City taxes;

(3) The oversized commercial vehicle is necessary for use in the business for which the city business license has been issued;

(4) The oversized commercial vehicle will at no time be parked unattended in any location that creates or exacerbates a dangerous traffic safety condition; and

(5) The contractor's oversized commercial vehicle shall bear a clearly visible notice in the driver's side window which includes contact information which would allow City safety or enforcement personnel to contact the vehicle operator.

(o) A violation of any of the provisions of this chapter, except those provisions specifically identified as misdemeanors and/or provisions related to parking or standing vehicles, shall be punishable as an infraction. Violations of any of the provisions of this chapter related to parking or standing vehicles shall be subject to a \$50.00 civil penalty (parking ticket), the enforcement of which shall be governed by the civil administrative procedures set forth in Division 17, Chapter 1, Article 3 (commencing with Section 40200) of the California Vehicle Code.

(p) The City Manager is authorized to promulgate and publish rules and regulations to interpret and implement this section.

Section 3. Chapter 10.41 "Citywide Permit Parking" is hereby amended at Section 10.41.060 "Authority to Issue Parking Permits" to read as follows:

"10.41.060 AUTHORITY TO ISSUE PARKING PERMITS.

The local authority shall be authorized to issue parking permits for the city's permit parking programs, pursuant to the requirements of this Chapter, for vehicles that do not fall within the definition of "oversized vehicles" as defined by Section 10.40.106."

Section 4. Chapter 16.19 "Storm Water and Urban Runoff Pollution Control" is hereby amended at Section 16.19.070 "Discharge of Sewage Prohibited" to read as follows:

"**16.19.070 DISCHARGE OF SEWAGE PROHIBITED.**

No person shall cause the discharge of sewage or grey water to the storm drain system including, but not limited to, discharges of recreational vehicle holding tanks. In addition, if the director determines that a building drain or building sewer is not operating properly and causes the discharge of sewage to the street, sidewalk, or storm drain system, the director may declare this condition to constitute a public nuisance and proceed to abate

ORDINANCE NO. 2021-20

that nuisance in accordance with Section 16.19.180.

Section 5. Severability. If any section, subdivision, paragraph, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portion of the ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance irrespective of the unconstitutionality or invalidity of any section, subdivision, subsection, paragraph, sentence, clause, or phrase of this ordinance.

Section 6. Effective Date. This ordinance shall take effect and be in force thirty (30) days after final adoption.

PASSED FOR PUBLICATION this 26th day of October, 2021, by the following vote:

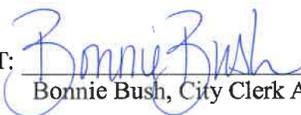
AYES: Councilmembers Watkins, Kalantari-Johnson, Golder; Vice Mayor Brunner; Mayor Meyers.

NOES: Councilmembers Brown, Cummings.

ABSENT: None.

DISQUALIFIED: None.

APPROVED: 
Donna Meyers, Mayor

ATTEST: 
Bonnie Bush, City Clerk Administrator

ORDINANCE NO. 2021-20

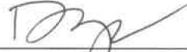
PASSED FOR FINAL ADOPTION this 9th day of November, 2021, by the following vote:

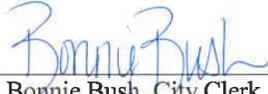
AYES: Councilmembers Watkins, Kalantari-Johnson, Golder; Vice Mayor Brunner; Mayor Meyers.

NOES: Councilmembers Brown, Cummings.

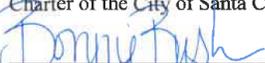
ABSENT: None.

DISQUALIFIED: None.

APPROVED: 
Donna Meyers, Mayor

ATTEST: 
Bonnie Bush, City Clerk Administrator

This is to certify that the above and foregoing document is the original of Ordinance No. 2021-20 and that it has been published or posted in accordance with the Charter of the City of Santa Cruz.


Bonnie Bush, City Clerk Administrator

CITY OF SANTA CRUZ

00001

**OVERSIZED VEHICLE
3 DAY PERMIT**

SCRATCH OFF 3 CONSECUTIVE DAYS
HANG ON REARVIEW MIRROR

Month	JAN	FEB	MAR
	APR	MAY	JUN
	JUL	AUG	SEP
	OCT	NOV	DEC

Date

1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Year

22	23	24
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Plate # _____

CITY OF SANTA CRUZ

00002

**OVERSIZED VEHICLE
3 DAY PERMIT**

SCRATCH OFF 3 CONSECUTIVE DAYS
HANG ON REARVIEW MIRROR

Month	JAN	FEB	MAR
	APR	MAY	JUN
	JUL	AUG	SEP
	OCT	NOV	DEC

Date

1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Year

22	23	24
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10.40.120 PARKING OF OVERSIZED VEHICLES.

(a) No person shall stop, stand, park, or leave standing any oversized vehicle on any public highway, street, alley, or city parking lot at any time between the hours of midnight and 5:00 a.m. unless explicitly permitted by subsection (g).

(b) No person shall permit, cause, or allow any electrical, water, gas, telephone, or other utility connection (such as electrical cords, extension cords, hoses, cables, or other items) to encroach into any public right-of-way including across or above any street or sidewalk from a residential or commercial property to an oversized vehicle or trailer parked on a public highway, street, or city parking lot.

(c) No person shall establish or maintain an open fire on any public highway, street, alley or city parking lot (such as camp fires, bonfires, BBQs, recreational fires, burning of garbage, or portable outdoor fireplaces) without a permit from the city. In addition, it shall be unlawful to intentionally or negligently set fire to or cause the burning of combustible material on any public highway, street, alley or city parking lot in such a manner as to endanger the safety of persons or property. A violation of this subsection is a misdemeanor.

(d) No person, who owns or maintains an oversized vehicle, shall permit the area surrounding the oversized vehicle to be maintained in an unsafe, untidy, and/or unsanitary/unhygienic fashion. Surrounding areas must be kept free from litter, debris, waste, discarded food products, discarded hypodermic needles, discarded property, improperly disposed gray or black water, unleashed animals, and garbage. A violation of this subsection shall be a misdemeanor, and may subject the vehicle to towing pursuant to Vehicle Code Section [22651](#)(h)(1).

(e) Unattached trailers are prohibited from being parked on any city street or alley at any time, unless in the process of actively being loaded or unloaded.

(f) Oversized vehicles shall not be parked at any place within one hundred feet of a crosswalk, intersection, boulevard, stop sign, official electric flashing device or approach to any traffic signal.

(g) The prohibitions contained in subsection (a) shall not apply to any of the following:

(1) Oversized vehicles owned by a resident or out-of-town visitor displaying a permit for overnight parking issued by the city manager or their designee in accordance with this section. The issuance of a permit shall not allow any other activity otherwise prohibited by law.

(2) Oversized vehicles displaying a permit issued by the city manager to a hotel as defined in Sections [24.22.450](#) and [24.22.550](#), respectively, for the exclusive use of its registered guests.

(3) Oversized vehicles involved in an emergency or being repaired under emergency conditions. Emergency parking may be allowed for twenty-four consecutive hours where an oversized vehicle is left standing at the roadside because of mechanical breakdown or because of the driver's physical incapacity to proceed.

(4) Oversized vehicles belonging to federal, state, or local authorities or public utilities that are temporarily parked while the operator of the oversized vehicle is conducting official business.

- (5) Oversized commercial vehicles actively engaged in the loading and unloading and deliveries of persons, merchandise, wares, supplies, goods, or other materials in the course of construction or other work from or to any adjacent building or structure.
 - (6) Parking of any oversized vehicle during the pendency of a nonpandemic-related state of emergency declared to exist within the city of Santa Cruz by the city council, city manager or governor.
 - (7) A person and oversized vehicle that are, collectively, registered and participating in a safe parking program or other safe sleeping or transitional shelter program operated or sanctioned by the city, but do not have access to a safe parking space or other shelter options under such programs due to a lack of capacity.
 - (8) Any oversized commercial vehicle that has been issued and is displaying a contractor's oversized vehicle parking permit.
- (h) Any resident may obtain an oversized vehicle overnight parking permit to park an oversized vehicle registered to them adjacent to their residence. Any resident may obtain an oversized vehicle overnight parking permit to park an oversized vehicle belonging to an out-of-town visitor. The city manager or their designee may issue a permit for overnight parking of an oversized vehicle to any resident or out-of-town guest of a resident subject to the following provisions:
- (1) The oversized vehicle shall be owned, leased, rented by, or registered to a resident or out-of-town visitor.
 - (2) The oversized vehicle shall park at the street curb immediately adjacent to the address for which the oversized vehicle parking permit has been granted, or within four hundred feet of that address if the area immediately adjacent to the address is not available for parking due to curb configuration; due to the adjacent parking spaces being occupied by vehicles belonging to someone other than the owner, permittee, or a visitor of the owner or permittee; or due to the immediately adjacent parking resulting in a violation of subsection (f).
 - (3) The oversized vehicle overnight parking permit shall be prominently displayed in the lower driver's side of the windshield or the nearest window of the vehicle. The permit shall be clearly visible from the exterior of the oversized vehicle and shall not cover the vehicle identification number. Attached trailers shall display the permit on the side of the trailer so that the permit is visible from the street.
 - (4) Any oversized vehicle present in conjunction with a short-term rental shall need a valid permit to park and shall park immediately adjacent to the short-term rental if that space complies with subsection (f), or, if the immediately adjacent space is unavailable, within four hundred feet of the short-term rental.
 - (5) The city manager or their designee may deny or revoke an oversized vehicle overnight parking permit if, upon a review of the location where the oversized vehicle will be parked, the city manager or their designee determines that it would create a traffic hazard or otherwise would adversely affect public safety, traffic flow, bike lanes, or access. Upon the filing of the application, the city may make such an investigation as necessary to determine whether such a permit should be issued. The application for a permit must contain:

- a. Name, current address, phone number, and current valid driver's license number of the resident applicant;
- b. The vehicle license plate number, make, model and type of vehicle for which an overnight parking permit is requested;
- c. The name and current address of the registered owner of the vehicle;
- d. Proof of ownership and current registration of said vehicle;
- e. The dates for which the permit is requested;
- f. A statement that the applicant declares under penalty of perjury that all statements in the application are true; and
- g. The signature of the applicant and date of application.

In addition, the application shall include:

- a. Valid California driver's license for the vehicle's owner.
- b. Proof of current registration.
- c. Proof of current utility bill which matches the resident's address indicated in the permit application.

(6) Permits are not transferable. Individuals who are found to have sold or transferred their permit will lose future permit privileges.

(i) Overnight Parking Permit Duration.

(1) Each resident oversized vehicle overnight parking permit shall be valid for one year. A resident oversized vehicle permit allows a resident to park an oversized vehicle for four periods of up to seventy-two consecutive hours per calendar month. The oversized vehicle must be absent from the location authorized by subsection (h)(2) for a minimum of twenty-four consecutive hours to be lawfully parked overnight at the location again.

(2) Each oversized vehicle overnight parking permit issued to an out-of-town visitor shall be valid for a maximum of seventy-two hours.

(3) No more than six out-of-town visitor permits shall be issued in respect of any address in a calendar year. No more than one resident oversized vehicle overnight parking permit shall be issued in respect of any address at one time.

(j) Parking Permit Fee. The parking permit fee for oversized vehicles shall be established by city council resolution.

(k) Fraudulent Permit Penalty. Every person who displays a fraudulent, forged, altered or counterfeit oversized vehicle parking permit or permit number is guilty of an infraction for the first

offense. Any subsequent offense committed within twelve months of a previous citation is a misdemeanor. Pursuant to Section [4.04.010\(3\)](#), any misdemeanor offense may be charged and prosecuted as an infraction or a misdemeanor.

(l) Overnight Parking Permit Denial. The city shall deny the issuance of an oversized vehicle overnight parking permit for up to one year if the city manager or his/her designee finds that any of the following conditions exist:

- (1) The applicant or the person the applicant is visiting is not a bona fide resident, as defined by Section [10.04.165](#).
- (2) The resident or out-of-town visitor guests of a resident have been issued five or more citations for violations in the twelve calendar months prior to application.
- (3) The out-of-town visitor is not a guest of the resident applicant.
- (4) An owner of an oversized vehicle has procured any oversized vehicle parking permit through fraud or misrepresentation; for example, the information submitted by the applicant is materially false.
- (5) The hotel or motel establishment is issuing oversized vehicle permits to nonpaying guests of the commercial establishment and/or the guests are camping in the vehicle rather than residing in the commercial establishment.

(m) City-Operated or City-Sponsored Safe Parking Programs. In addition to the private property allowances authorized through Section [6.36.030](#), the city may operate, sponsor, or authorize safe parking programs for vehicles on any city-owned or city-leased properties in the city, or any city-sanctioned private parking lots. The city manager shall develop a policy that establishes operational criteria for safe parking programs.

(n) A person may obtain a contractor's oversized vehicle parking permit for a specific oversized commercial vehicle if he or she demonstrates in writing to the satisfaction of the public works director or his or her designee, on an application form prepared by the public works director and upon payment of a fee prescribed by resolution of the city council, that they meet and agree to each the following conditions:

- (1) The person owns or lawfully possesses an oversized commercial vehicle which is registered with the Department of Motor Vehicles as a commercial vehicle and displays identifiable California commercial license plates;
- (2) The person possesses a valid business license issued pursuant to Chapter [5.04](#) and has paid all other applicable city taxes;
- (3) The oversized commercial vehicle is necessary for use in the business for which the city business license has been issued;
- (4) The oversized commercial vehicle will at no time be parked unattended in any location that creates or exacerbates a dangerous traffic safety condition; and

(5) The contractor's oversized commercial vehicle shall bear a clearly visible notice in the driver's side window which includes contact information which would allow city safety or enforcement personnel to contact the vehicle operator.

(o) A violation of any of the provisions of this chapter, except those provisions specifically identified as misdemeanors and/or provisions related to parking or standing vehicles, shall be punishable as an infraction. Violations of any of the provisions of this chapter related to parking or standing vehicles shall be subject to a fifty dollar civil penalty (parking ticket), the enforcement of which shall be governed by the civil administrative procedures set forth in Division 17, Chapter 1, Article 3 (commencing with Section [40200](#)) of the California Vehicle Code.

(p) The city manager is authorized to promulgate and publish rules and regulations to interpret and implement this section.

(Ord. 2021-20 § 2, 2021).

10.41.010 PERMIT PARKING PROGRAM AUTHORITY.

The City of Santa Cruz, under the authority of California Vehicle Code Section [22507](#), hereby establishes the City of Santa Cruz as a preferential permit parking zone. Preferential permit parking controls in the city's permit zone will be confined to specific permit parking zone program areas. Program areas shall be defined in the master list maintained by the public works department. Parking is limited to persons holding permits issued by the City of Santa Cruz as provided for in this chapter.

(Ord. 2003-12 § 2 (part), 2003).

10.41.020 DEFINITIONS.

For the purpose of this chapter these terms shall have the following meaning:

- (a) "Annual start date" means the day that parking enforcement begins in the program area. The annual start date shall be stated in the master list for each individual program area.
- (b) "Local authority" means the city engineer (assistant director of public works) or the city engineer's delegated subordinates.
- (c) "Motor vehicle" shall include any licensed automobile, truck, motorhome, trailer, motorcycle, or other motor-driven or drawn form of transportation weighing over fifty pounds.
- (d) "Readily identifiable vehicle" means any commercial, delivery, service, utility, or construction vehicle that displays commercial license plates, business advertising on the vehicle, and where appropriate, is equipped with tools for work in the permit parking zone.
- (e) "Residence" means a legal single-family dwelling unit, efficiency unit, condominium, or multifamily dwelling unit intended to be used for combined living, dining, and sleeping purposes. An accessory dwelling unit is part of the primary residence for this section and will not be granted additional permits.
- (f) "Resident" means the principal occupant or occupants of a residence.
- (g) "Guest of a resident" means the bona fide visitors to a residence located within the program area.
- (h) "Parking permit" means any valid resident, guest, or daily parking permit issued by the City of Santa Cruz. These parking permits are to be used only by residents who live in the program area or their bona fide guests or assigned commuters.
- (i) "Street segment" encompasses both sides of the street between two intersections and includes those parcels that front and/or gain access from the street.
- (j) "Partial street segment" refers to a portion of a street segment where the parcels represent continuous property frontage along the street where permit parking controls are proposed to be added or removed.

(k) “Specialty permit” means any parking permit that relates only to a specific program area. Such specialty parking permit shall be defined in the master list kept by the public works department.

(l) “Master list” means the list of all street segments in any program area. The master list shall be maintained and kept current by the department of public works. The master list shall contain the following information: (1) a list of street segments that comprise the existing program areas where parking restrictions apply (including address ranges), (2) the program area’s parking restrictions, (3) any special permit availability that applies only to a specific program area, (4) a list of block faces where commuter parking permits are available, (5) a list of block faces where permits may be used to park at metered parking spaces, and (6) the annual start date upon which permit will be valid for an individual program area.

(m) “Block face” means one side of a specified street segment.

(n) “Commuter parking permit” means any parking permit sold to a non-resident for purposes of parking at a specified street segment or block face in a specific program area.

(o) “Permit zone” means that area as defined in Section [10.41.030](#) giving the City of Santa Cruz the authority to designate certain streets upon which preferential parking privileges may be given to residents and merchants for their use, and the use of their guests. Parking restrictions in said permit zone will be defined by a program area that will allow for the issuance of parking permits to residents and merchants that exempt them from the parking restrictions. Preferential parking permits may also be authorized for commuters, members of organizations or other designated groups to park on specified street segments or block faces in the permit zone’s program areas.

(p) “Program area” means a subset of street segments in the city’s permit zone that are defined by a master list reflecting unique parking restrictions and enforcement conditions managed by a permit system and enforced by the city.

(q) “Permit parking restrictions” means those on-street parking controls governing the use of the on-street public parking by time of day, day of week, and/or season of the year.

(r) “Spill over parking” means those street segments that may be impacted by the implementation of parking restrictions on an adjacent street segment.

(s) “Occupant” means the resident collectively representing the household and residing at a residential address, or the business owner at a commercial address in the permit zone where parking restrictions are proposed.

(t) “Qualified petition” means a City of Santa Cruz provided petition that represents sixty-seven percent of the households or occupants on a block segment. Each household gets one vote whether owner or renter occupied.

(Ord. 2015-02 § 3, 2015; Ord. 2003-12 § 2 (part), 2003).

10.41.030 PERMIT PARKING ZONE.

All public street segments within the City of Santa Cruz city limits are hereby included in the city’s preferential permit parking zone. Establishment or changes to individual program areas or street segments adjacent to an existing program area shall be dependent on the condition of this chapter.

10.41.040 ADMINISTRATIVE PROCEDURE TO ADD OR REMOVE PROGRAM AREAS FROM THE CITY'S PERMIT PARKING ZONE OR ADD OR REMOVE STREET SEGMENTS FROM INDIVIDUAL PROGRAM AREAS.

The city department of public works authorizes the director of public works or the director's delegated subordinates to establish and maintain a master list for each program area.

(a) Citizen Requests to Add or Remove Program Areas. Residents or merchants may petition the City of Santa Cruz department of public works to add or remove program areas from the city's permit parking zone. To add or remove a program area, residents and/or merchants must submit a general petition of interest to the department of public works representing neighborhood support for a permit parking program. Based on this petition staff will evaluate the city's ability to serve the area with parking management services. Staff may include a wider range of adjacent street segments in the program area that represent potential spill over parking impacts. Requests for permit parking shall generally reflect on-street parking occupancies of seventy-five percent or more when out of area parking demand is the highest. The public works department will have the authority to implement the program or bring it to the city transportation commission for review. Occupants will be notified about the proposed permit parking program thirty days prior to implementation. Occupants will be given the opportunity to opt out of the permit parking program area during this notification period. When new program areas are established, individual street segments may opt out of the permit parking restrictions by submitting a qualified petition to the department of public works. Those qualified street segments shall not be allowed to rejoin the program area for a period of two years once they have opted out of the program area by petition.

(b) Citizen Requests to Add or Remove Street Segments to an Existing Program Area. Residents and/or occupants may petition the City of Santa Cruz department of public works to add or remove a street segment to an existing program area. To add or remove streets segments to an existing program area, residents and/or occupants must submit a general petition of interest to the department of public works representing neighborhood support for permit parking. The department of public works will evaluate the city's ability to provide additional parking management services. Staff may include a wider range of adjacent street segments in the proposed request that represent potential spill over parking impact areas. Requests for permit parking shall generally reflect on-street parking occupancies of seventy-five percent or more when out of area parking demand is highest. The department shall have the authority to implement the parking restrictions for individual street segment requests or bring the request to the city transportation commission for review. The department of public works shall give occupants thirty days' notice prior to implementation. Occupants will be given the opportunity to opt out of the permit parking program during this notification period by submitting a qualified petition to the department of public works. Those qualified street segments shall not be allowed to rejoin the program for a period of two years once they have opted out of the program by petition. Occupants on a proposed street segment shall have the ability to request public review of the proposed parking program at the city transportation commission by requesting such review in writing during the thirty-day notification period.

(c) Public Review. The department of public works shall amend the master list upon proceeding with program implementation. The public works department may also schedule all general petitions to add or remove program areas, or qualified petitions to add or remove street segments to a program area, for the city transportation commission's review. Occupants may also request public review by the city transportation commission during the thirty-day notice period. Residents living on

streets where there are proposed permit parking changes will be notified of any city transportation commission public meeting. The city transportation commission will have the authority to review and approve or deny the addition or removal of program areas, or the addition or deletion of street segments to an existing program area.

(d) Appeal Procedure. Residents may appeal the city transportation commission's recommendation to the city department of public works as outlined in Chapter [1.16](#) of the Santa Cruz Municipal Code.

(e) Park Land and Public Facility Access. When a city street section has been included in a program area, and is adjacent to city parkland or other public facilities, the department of public works will facilitate the following review process:

- (1) Residents or occupants must qualify for review of permit parking requests as specified in this chapter;
- (2) Qualified permit parking requests shall be forwarded to the city parks and recreation commission for comment; and
- (3) Comments received by the parks and recreation department shall be forwarded to the city transportation commission;
- (4) The city transportation commission will hold a public meeting per subsection (c) of this section; and
- (5) The city transportation commission will make a recommendation to the city department of public works for final action.

(Ord. 2004-12 § 1, 2004; Ord. 2003-12 § 2 (part), 2003).

10.41.050 POSTING OF PERMIT PROGRAM AREAS.

The local authority shall cause appropriate signs and/or markings to be placed adjacent to and/or at the beginning and end of the street segment in the program area. Said signage and/or markings shall describe the permit parking restrictions.

(Ord. 2003-12 § 2 (part), 2003).

10.41.060 AUTHORITY TO ISSUE PARKING PERMITS.

The local authority shall be authorized to issue parking permits for the city's permit parking programs, pursuant to the requirements of this chapter, for vehicles that do not fall within the definition of "oversized vehicles" as defined by Section [10.04.106](#).

(Ord. 2021-20 § 3, 2021; Ord. 2003-12 § 2 (part), 2003).

10.41.070 APPLICATION FOR PARKING PERMITS

Each application or reapplication for a parking permit shall contain information sufficient to identify the following: (1) the applicant (valid photo identification); (2) the applicant's address within the permit zone; (3) the current vehicle registration; and (4) other such information as deemed necessary by the local authority.

(Ord. 2003-38 (part), 2004: Ord. 2003-12 § 2 (part), 2003).

10.41.080 RESIDENT PARKING PERMITS.

The local authority may issue a maximum of three resident parking permits to each residence for which an application is made. Resident parking permits are issued to the resident for the resident's vehicle. The resident parking permit is not transferable between vehicles. The resident parking permit is only valid when used adjacent to the holder's residence. "Adjacent" is defined as within three blocks of the residence address. The resident permit is valid for one year after the annual start date of the permit parking program. For properties with accessory dwelling units that are located in a permit parking program district, the primary residence and the accessory dwelling unit combined shall qualify only for the number of residential parking permits that would have been available to the primary residence. No additional permits will be granted for the accessory dwelling unit.

(Ord. 2015-02 § 2, 2015: Ord. 2005-17 § 1 (part), 2005: Ord. 2003-12 § 2 (part), 2003).

10.41.090 GUEST PARKING PERMITS.

The local authority may issue a maximum of two guest parking permits to each residence for which application is made. The guest parking permits are transferable between the resident's guest vehicles. Residents who do not possess a driver's license, and who do not qualify for the resident parking permit, may purchase guest parking permits. The guest parking permit is only valid when used adjacent to the holder's residence. Adjacent is defined as within three blocks of the residence address. The guest permit is valid for one year after the annual start date of the permit parking program.

(Ord. 2005-17 § 1 (part), 2005: Ord. 2003-12 § 2 (part), 2003).

10.41.100 DAILY PARKING PERMITS.

The local authority may issue a maximum of thirty daily parking permits per year to each residence for which application is made. The daily permit is valid on the day that it is activated and used. The daily parking permit is only valid when used adjacent to the holder's residence. Adjacent is defined as within three blocks of the residence address.

(Ord. 2005-17 § 1 (part), 2005: Ord. 2003-38 (part), 2004: Ord. 2003-12 § 2 (part), 2003).

10.41.105 COMMUTER PARKING PERMITS.

The local authority may, upon proof that sufficient street parking is available for residents in the area, sell permits to commuters who may pay to park on a specified street segment or block face.

(Ord. 2003-12 § 2 (part), 2003).

10.41.110 ADDITIONAL PARKING PERMITS.

The local authority may, upon an analysis of on-street and off-street parking supply and demand, make a finding that sufficient on-street parking is available to issue additional resident, and/or daily parking permits. The issuance of more than the allotment of permits per this ordinance will follow a finding that a special situation applies and warrants an exception.

(Ord. 2003-38 (part), 2004: Ord. 2003-12 § 2 (part), 2003).

10.41.120 REPLACEMENT PARKING PERMITS.

The local authority may issue a duplicate resident, guest, commuter or specialty parking permit to any person who has qualified for a parking permit under the guidelines of this chapter. The permit holder must furnish proof that said permit has been lost, destroyed or the vehicle to which the original permit was affixed has been disposed of. The duplicate parking permit will be reissued at the standard cost of the original parking permit that it replaces. The cost of the replacement permit will not be pro-rated.

(Ord. 2003-12 § 2 (part), 2003).

10.41.130 DIRECT SERVICE PROVIDER PARKING PERMITS.

The local authority may, upon written request, issue a maximum of five guest permits to a public agency, nonprofit organization or volunteer group that provides direct services to residents or occupants in a program area. These parking permits may be limited to specific days of the week and times of the day. Requests for more than five guest permits will be addressed on a daily, weekly, or monthly basis at the discretion of the local authority.

(Ord. 2003-12 § 2 (part), 2003).

10.41.140 NON-RESIDENT PARKING PERMITS.

The local authority may issue parking permits to the following non-residents:

- (a) **Non-resident Property Owner.** A parking permit may be issued to a non-resident property owner within the permit parking program area. The requester must provide proof of property ownership in the program area.
- (b) **Border Resident.** The local authority, upon having acceptable proof, may issue parking permits to residents living within 300 feet of a program area when they do not have access to on-street parking fronting their property's address.
- (c) **Specialty Parking Permit.** The local authority, upon having acceptable proof that the need exists, may issue specialty parking permits that are unique to a specific program area. Such specialty parking permits shall be defined in the appropriate master list kept by the public works department.

(Ord. 2003-38 (part), 2004: Ord. 2003-12 § 2 (part), 2003).

10.41.150 PERMIT PARKING AT METERED PARKING ZONES.

The local authority may designate specific areas where parking permits are valid at metered parking zones. These areas will be defined in the master list for each program area where this is appropriate.

(Ord. 2003-12 § 2 (part), 2003).

10.41.160 BEACH AREA MERCHANT PARKING PERMITS.

The local authority may designate specific street segments in the Beach Area where merchants may purchase and display parking permits. The street segments will be defined in the master list for the Beach Area's program area. The master list will also stipulate the type and quantity of parking permits to be sold to Beach Area merchants.

(Ord. 2003-38 (part), 2004: Ord. 2003-12 § 2 (part), 2003).

10.41.170 PERMIT PARKING ZONE PENALTY PROVISIONS.

This chapter provides for specific penalty provisions. It is unlawful and a violation of this chapter to:

- (a) Stand or park a motor vehicle in any permit parking program area within the city's permit zone unless permitted pursuant to this chapter.
- (b) Copy or produce a counterfeit or facsimile parking permit. It is also a violation to knowingly use or display a counterfeit or facsimile parking permit.
- (c) Furnish false information to the local authority while applying for a parking permit. It is also a violation for an applicant to falsely represent himself/herself as eligible for a parking permit.
- (d) Hold a valid permit and allow the use or display of such permit on a motor vehicle other than that for which the permit was issued. Such conduct shall constitute an unlawful act both by the person who holds the valid parking permit and the person who displays the parking permit.

The fines assessed for violation of this section shall be established by city council resolution.

(Ord. 2008-11 § 1 (part), 2008: Ord. 2005-02 § 1, 2005: Ord. 2003-12 § 2 (part), 2003).

10.41.180 PARKING PERMIT VALIDITY.

Parking permits issued pursuant to this chapter shall be valid on a year-round basis. Residents may reapply for permit renewal on an annual basis in the manner required by the local authority. To coincide with peak parking demand, local authority may begin the annual cycle of permit validity for different program areas at different times of the year. The date of the annual cycle of permit validity will be stated in the master list for each permit zone.

(Ord. 2003-12 § 2 (part), 2003).

10.41.190 PARKING PERMIT RESTRICTIONS.

A parking permit shall not guarantee or reserve any on-street parking space within the designated program area for the permit holder. Permit holders shall not be exempt from parking restrictions or prohibitions established pursuant to authority other than this chapter.

(Ord. 2003-12 § 2 (part), 2003).

10.41.200 PARKING PERMIT EXEMPTIONS.

Vehicles identified by parking control deputies as emergency, government or disabled persons' vehicles shall be exempt from the parking restrictions of this chapter. Vehicles readily identifiable as commercial, delivery, service, utility or construction vehicles, while actually engaged in providing maintenance, repair, or service work to the property in the program area, shall be exempt from the non-metered time limited parking restrictions of this chapter.

(Ord. 2003-12 § 2 (part), 2003).

10.41.210 PARKING PERMIT REVOCATION.

The city Engineer, the Chief of Police, and their delegated subordinates are authorized to revoke the parking permits of any person found to be in violation of this chapter. Upon written notification, the permit holder shall surrender such permit to the requesting authority. Failure to surrender a revoked parking permit when requested shall constitute a violation of this chapter. Upon revocation, parking permit fees will not be refunded.

(Ord. 2003-12 § 2 (part), 2003).

10.41.220 CAPITAL ENFORCEMENT.

The city engineer, the chief of police, and their delegated subordinates are authorized under California Penal Code Section [836.5](#) to arrest a person without a warrant upon reasonable cause to believe that a violation of this chapter has taken place in the presence of the person making the arrest. Upon making the arrest, a citation shall be prepared and the offending party shall be released. The person to whom the parking permit is issued may file an appeal with the local authority within twenty-one days to request the return of their parking permit. The appeal must state why the parking permit should be returned. The local authority must respond within ten working days.

(Ord. 2003-12 § 2 (part), 2003).

10.41.230 PARKING PERMIT FEES.

The parking permit fees for all city permit parking programs shall be established by a city council resolution. Separate rates may be established for different permit types and/or permit locations.

(Ord. 2003-12 § 2 (part), 2003).



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Public Works

SUBJECT: West Cliff Drive Stabilization Project (c401501) - Ratification of Plans and Specifications, Authorization to Advertise for Bids and Award Contract, and Authorize Professional Service Agreement for Construction Support Services (PW)

RECOMMENDATION: Motions to:

1) Ratify the plans and specifications for the West Cliff Drive Stabilization Project (c401501), authorize an exemption from local employment requirements, and bid and award the contract. Per Resolution No. NS-27,563, the City Manager is hereby authorized and directed to execute the contract, in a form approved by the City Attorney. The Director of Public Works is authorized to execute change orders within the approved project budget.

2) Approve and authorize the City Manager to execute a Professional Service Agreement with Mesiti Miller Engineering (Santa Cruz, CA) for Construction Support Services for the West Cliff Drive Stabilization Project (c401501), in a form approved by the City Attorney. The Director of Public Works is authorized to execute contract amendments within the approved project budget.

BACKGROUND: West Cliff Drive between Columbia Road and David Way was severely damaged by large swells during the January 2023 storms, causing portions of the roadway and path to fail, along with impacts to public access points, utility infrastructure, and the surrounding neighborhood. Protective and stabilization measures are in place, and the next priority is to restore damaged path and roadway areas as soon as possible to reduce the potential for additional damage in the winter of 2023/2024.

As provided in the May 23 update to Council, various repair projects are contemplated, including placement of additional rip-rap, targeted construction of infill walls at acute erosion points, and potentially full reconstruction and elevation of the roadway at Bethany Culvert location. Due to a number of factors such as timelines to design repairs, size and type of projects, and funding sources - the Federal Highway Administration (FHWA) or Federal Emergency Management Agency (FEMA) - the various projects are currently grouped into 3 packages.

Infill Walls:

- 920, 932, 1016, and 1030 West Cliff Dr.
- Estimated Cost: \$5,000,000
- Anticipated Funding: FHWA

Bethany Curve Culvert:

- Estimated Cost: \$10,000,000
- Anticipated Funding: FHWA

Armoring/Rip-rap repair:

- Various locations
- Estimated Cost: \$2,000,000
- Anticipated Funding: FEMA

DISCUSSION: In January 2023, the City contracted with Mesiti-Miller Engineering (MME) to assist with initial damage assessment, cost estimating for repair and conceptual designs at various damage sites. The informal contract with MME was awarded on a sole source basis due to the urgency of the required work, and because MME was previously contracted to provide design services for West Cliff stabilization measures in related areas. After conducting site assessments, MME and staff identified infill walls instead of rip-rap placement as the most cost-effective and resilient repair solution, in four locations. The proposed infill wall project consists of drilling several concrete piers into competent material, placement of concrete and other structural fill, anchored in place by new piers, restoration of the path and roadway, and relocation of existing riprap at the toe of slope of the new infill wall.

In accordance with section 3.08.160 of the Municipal Code- Emergency Procurement, to support rapid advancement of the infill wall project, staff recommends approval to authorize a professional service agreement on a sole source basis with MME to provide bidding support, and engineering services during construction and is currently estimated to be \$200,000.

City staff is actively engaged with the Coastal Commission staff to obtain an Emergency Coastal Development Permit (ECDP) and anticipates its issuance at the end of June.

The FHWA emergency relief program will fund 100% of cost incurred through September 23, 2023, after which FHWA cost share drops to 88.5% and the City cost share will be 11.5%.

Because time is of the essence, conceptual designs, bid quantities, and contract documents were packaged and released for bidding on an accelerated basis to enable the start of bidding process in parallel to council approval.

Plans and specifications for the project can be found online at:

<https://www.cityofsantacruz.com/government/city-departments/public-works/engineering/public-works-projects>

The target infill wall project schedule is as follows:

- Receive Bids - second week of July 2023
- Start Construction - early August
- Construction Complete - end of October dependent on material/resource availability

Official approval of emergency relief funding is pending FHWA review. Award of project and execution of a construction agreement would be conditioned on formal notice that City will receive FHWA emergency funds.

FISCAL IMPACT: The engineer's estimate of construction cost is \$5,000,000 for the four infill wall sites. Based on assumed approval of FHWA emergency relief funding, and the above schedule, the City estimated cost share is approximately \$575,000 from the emergency reserve funds in the General Fund.

Prepared By:

Kevin Crossley, P.E.
City Engineer/Assistant
Director

Submitted By:

Nathan Nguyen, P.E.
Director of Public Works

Approved By:

Matt Huffaker
City Manager

ATTACHMENTS:

None.



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Public Works

SUBJECT: Award Contract for Vapex Micro Odor Control Units (m409659) (PW)

RECOMMENDATION: Motion to award a contract for the purchase of four Vapex Micro Odor Control Units from Vapex Environmental Technologies, LLC (Cocoa, FL) in the amount of \$634,242.12.

BACKGROUND: The Wastewater Treatment Facility (WWTF) operates eight Vapex Odor Control Units in compliance with Monterey Bay Unified Air Pollution Control District (MBUAPCD) regulations. The Vapex units inject ionized components into the foul air recovery systems of both primary and secondary treatment areas to capture and neutralize odors produced in the treatment system. This purchase replaces four Vapex units at the end of their service life.

DISCUSSION: The four Vapex units that serve the Primary Treatment side of the WWTF were purchased in 2013 and are no longer serviceable. This replacement contract includes the purchase of four new Micro units with extended mechanical warranty, certified technician for on- site installation, spare parts kits for each unit, freight and applicable taxes.

Vapex Environmental is the original inventor and patent holder of the ion producing odor control units. There is no competitor or alternative source. Section 3.08.150 of the Purchasing Ordinance allows the Purchasing Manager to award a contract without competition when there is only one source for the required item/service. The Purchasing Manager concurs that Vapex Environmental is the only company able to provide Vapex Micro Odor Control Units.

FISCAL IMPACT: There are adequate funds in the Wastewater Fund Capital Investment Program (CIP) WWTF Equipment Replacement (m409659) budget for this purchase. The Santa Cruz County Sanitation District will pay 8/17 of the cost. There is no impact to the General Fund.

Prepared By:
Anne Hogan
Wastewater System Manager

Submitted By:
Nathan Nguyen, P.E.
Director of Public Works

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:
None.



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Water

SUBJECT: Beltz Well 9 Aquifer Storage and Recovery Pilot Testing – Approval of California Environmental Quality Act Exemption, Plans and Specifications, and Authorization to Advertise and Award Contract (WT)

RECOMMENDATION: Motion to approve plans and specifications for construction of the Beltz Well 9 Aquifer Storage and Recovery Pilot Testing Program (Project), authorize staff to advertise for bids, find the Project exempt under the California Environmental Quality Act (CEQA), and award the contract. Per Resolution No. NS-27,563, the City Manager is hereby authorized and directed to execute the contract, in a form approved by the City Attorney. The Water Director is authorized to execute change orders within the approved project budget.

BACKGROUND: As part of the recommendations of the Water Supply Advisory Committee (WSAC, 2016) and more recently the Securing Our Water Future policy (2022) that directs the ongoing evaluation, selection and construction of supplemental water supplies, the Water Department is continuing to implement Aquifer Storage and Recovery (ASR) in the Mid-County Groundwater Basin (MGB) underlying the Live Oak area of the Water Department's service area.

ASR is a groundwater replenishment and storage approach where water is injected into the ground from an external source (such as surface water) when available and later recovered from the ground as needed to meet customer demands. The City is looking at the feasibility of ASR in both the Santa Margarita Groundwater Basin (SMGB) underlying the Scotts Valley area and the Mid-County Groundwater Basin (MGB) underlying the Live Oak area.

The City operates four groundwater production wells (Beltz Wells 8, 9, 10 and 12) in the MCB and is taking a stepwise approach towards converting these existing wells to ASR wells. ASR implementation consists of the following three phases:

- Phase 1 – Technical Feasibility Analyses
- Phase 2 – ASR Pilot Testing
- Phase 3 –Implementation

Phase 1 work at all four Beltz Wells is complete and was favorable leading to Phase 2 pilot testing at Beltz 8 and 12 conducted between January 2019 and May 2021. In 2022 and 2023,

staff conducted additional testing at Beltz 8 and 12 to inform long-term planning for permanent use, including assessing the impacts to the distribution and treatment systems and operational challenges that might be encountered during full-scale ASR operations. Plans are underway for Phase 3 implementation to convert Beltz 8 and 12 Wells into permanent ASR facilities. Plans for Beltz 9 will be proceeding to Phase 2 pilot testing with approval of this item, and Beltz 10 will follow next year.

DISCUSSION: Construction of the Beltz Well 9 Aquifer Storage and Recovery Pilot Test program involves preparing the existing production well for ASR pilot testing by installing temporary equipment in the well and above-ground. Installation of a monitoring well at the site is also required for the collection of water level and water quality data in the aquifer system during the ASR testing of the well. The information developed during the ASR pilot test program will be utilized by the City to evaluate the Beltz 9 well as a potential permanent ASR well to increase community water supplies.

The bidding period for this project will occur between June 29, 2023, and July 27, 2023. Construction will begin in August 2023 and pilot testing will occur between November 2023 through June 2024. The Engineer’s cost estimate, including a ten percent contingency, is \$492,223.

The project is statutorily exempt from further environmental review under the California Environmental Quality Act Section 15306, Information Collection; a Notice of Exemption will be filed by staff following City Council approval. This project is in the coastal zone and will be in compliance with the California Coastal Zone Act.

FISCAL IMPACT: Funds are available in the Water Department’s Capital Investment Program FY 2024 budget in c701609 (ASR and In-Lieu Feasibility Study) and c702101 (ASR - Mid County Existing Infrastructure).

Prepared By:
Heidi Luckenbach
Engineering Manager/Deputy
Water Director

Submitted By:
Rosemary Menard
Water Director

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. INVITATION FOR BID, PLANS AND SPECIFICATIONS, AND BIDDING AND CONTRACT REQUIREMENTS.PDF



WATER DEPARTMENT

INVITATION FOR BID,
PLANS AND SPECIFICATIONS, AND BIDDING AND CONTRACT REQUIREMENTS
FOR

**Aquifer Storage and Recovery Beltz 9 Pilot Test
Site Preparation and Monitoring Well
CWO # 2023-005**

SANTA CRUZ CITY COUNCIL

Fred Keeley, Mayor

Renee Golder, Vice Mayor

Sandy Brown

Sonja Brunner

Shebreh Kalantari-Johnson

Scott Newsome

Martine Watkins

Matt Huffaker, City Manager

Bonnie Bush, City Clerk Administrator

Anthony P. Condotti, City Attorney

Rosemary Menard, Water Department Director

Bids Opening August 1, 2023 at 11:30 AM

Closing time to receive bids will be according to
Water Department Engineering Counter wall clock.

Deputy Director / Engineering Manager

SECTION 00 01 10

TABLE OF CONTENTS

DIVISION 00 – BIDDING AND CONTRACTING REQUIREMENTS

Section Number	Section Title
00 01 07	Seals and Signatures
00 01 10	Table of Contents
00 11 13	Advertisement for Bids
00 21 13	Instructions to Bidders
00 41 13	Bid Form
00 43 13	Bid Security Form
00 43 33	Proposed Suppliers Form
00 43 36	Proposed Subcontractors Form
00 43 38	Good Faith Effort Statement for Local Hire
00 45 19	Non-Collusion Declaration
00 45 46.1	Anti-Lobbying Certification
00 45 46.4	Certifications of Compliance with WIFIA Conditions
00 45 46.6	Good Neighbor Commitment
00 45 46.8	SAM Registration Requirements
00 52 13	Agreement
00 54 63	Escrow Agreement in Lieu of Retainage
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
00 62 91	Division of Apprenticeship Standards Form 140
00 62 92	Request for Dispatch of an Apprentice
00 72 13	General Conditions
00 73 01	Supplementary Conditions
00 73 43	Copeland Anti-Kickback Act
00 73 46	Wage Determination Schedules
00 73 74	Water Infrastructure Finance Innovation Act Program Requirements

DIVISION 01 – GENERAL SPECIFICATIONS

Section Number	Section Title
01 14 00	Work Restrictions
01 22 00	Measurement and Payment
01 35 23	Safety Requirements
01 41 33	Environmental Regulatory Requirements

EXHIBITS

Exhibit Number	Exhibit Title
Exhibit A	Technical Provisions - Santa Cruz Water Department Beltz 9 ASR Pilot Test Project;
Exhibit B	CEQA Notice of Exemption (to be included prior to Contract Award)
Exhibit C	Procedure for Hydrant Meter Installation
Exhibit D	City of Santa Cruz Water Department Hydrant Meter Checkout/Permit
Exhibit E	City Safety Policies
Exhibits F through W	Not Used
Exhibit X-1	DAS Form 140
Exhibit X-2	DAS Form 142
Exhibit X-3	Santa Cruz Local Hire Residency Compliance Form
Exhibit X-4	Application for Payment
Exhibit X-5	Field Order Form
Exhibit X-6	Change Order Form
Exhibit X-7	Certificate of Substantial Completion
Exhibit X-8	Notice of Completion
Exhibit Y	Good Neighbor Commitment, Section 00 45 46.6 (to be Agreement Exhibit)
Exhibit Z	Contract Price Exhibit (to be included prior to Contract Award)

END OF SECTION

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Santa Cruz, California, invites sealed Bids for the following Project:

Aquifer Storage and Recovery Beltz 9 Pilot Test Site Preparation and Monitoring Well CWO #2023-005

Sealed bids for the construction of the Project will be received at the **Santa Cruz Water Department, 212 Locust Street, Suite A, Santa Cruz, CA 95060**, until August 1, 2023, at 11:30 AM local time. At that time the Bids received will be publicly opened and read.

Bids will be received for a single prime contract for preparing the existing Beltz 9 municipal production well for Aquifer Storage and Recovery (ASR) pilot testing, installing temporary equipment in the well and an above-ground injection piping system at the site to allow ASR pilot testing to be performed, and installing a monitoring well at the well site

The Engineer's estimate anticipates that the total bid price will be \$447,475 and the Contract Time for the completion of all the Work of the Project is 75 calendar days. The proposed Work is generally described as follows:

1. Installation of a monitoring well at the Beltz 9 well site
2. Preparation of the Beltz 9 municipal production well for ASR pilot testing
3. Installation of temporary ASR facilities in the well and at the site to facilitate the ASR pilot test

Bidding Documents, as defined in the General Conditions, may be downloaded, without charge, from the designated website (indicated below). The designated website will be updated periodically with Addenda, lists of registered holders of the Bidding Documents, reports, and other information relevant to submitting a Bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither City or City Representatives will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website or the City. Those downloading the Bidding Documents from any other source assume responsibility and risk for completeness of those Bidding Documents.

All Bidders shall verify if the City has issued any Addenda for this Project via the designated website. It is the Bidder's responsibility to ensure that all requirements of Addenda are inserted in the bid.

The designated website is: <http://www.cityofsantacruz.com/business/bidding-information>.

Paper Bidding Documents may be examined, by appointment only, at the City of Santa Cruz Water Department, 212 Locust Street, Suite A, Santa Cruz, CA 95060 ("Issuing Office"). Contact Katy Fitzgerald, Management Analyst, kfitzgerald@santacruzca.gov, to schedule an appointment.

A mandatory pre-bid conference will be held at the time, date, and location indicated in Article 4 of the Instructions to Bidders. All Prospective Bidders must sign in on the City-provided sign-in sheet at this conference to be eligible to bid for the Project. Bids for this Project will not be accepted from Bidders that did not attend and sign in to the mandatory pre-bid conference.

The Contract will be awarded to the lowest responsible responsive bidder. The City reserves the right to reject any or all Bids, including for any minor irregularities or defects. The City may reject a Bid if the City determines that any of the bid prices are materially unbalanced to the potential detriment of the City.

Each bid shall be accompanied by one of the following forms of Bidder's security: cash, certified or cashier's check drawn upon a responsible bank, or Bid Bond executed by an admitted surety insurer, made payable to the City of Santa Cruz. The Bidder's security shall be in an amount equal to at least ten percent (10%) of the total bid price, and shall be conditioned to be forfeited to the City in the event that the Bidder, if their bid is accepted, does not execute the Contract for the Project and provide the required bonds, certificates of insurance, and endorsements as required. A bid will not be considered unless one of the approved forms of Bidder's security is enclosed with it.

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the Project, as specified in the Contract Documents. Bidders bidding as the Prime Contractor shall possess a valid **Class C-57 California Contractor's License** at the time of contract bid and throughout the contract term until Notice of Final Acceptance has been issued. The Contractor will also be required to ensure that all subcontractors working on this Project are holding valid licenses suitable for their trade throughout the contract term until Notice of Final Acceptance has been issued. Failure to possess the specified license at the time the bid is submitted shall render the bid non-responsive.

The successful Contractor awarded a contract from this solicitation will be required to obtain and maintain a City of Santa Cruz Business Tax Certificate until completion of the Work. For additional information and licensing requirements, view the City's Business Licenses and Permits webpage or call the Revenue and Taxation division at 831/420-5070.

The Project will be financed through the Water Infrastructure Finance Innovation Act (WIFIA) and the City's capital improvement budget. Contractual requirements of the funding-financing entity are in the proposed Contract Documents. Such requirements include but are not limited to, Disadvantaged Business Enterprise good faith efforts, Davis-Bacon and California prevailing wage rates, and American Iron and Steel requirements. Additionally, the General Contractor and all Subcontractors must make good faith efforts to hire qualified individuals who are residents of Santa Cruz County as required by Santa Cruz Municipal Code (SCMC) Chapter 3.10, and to employ apprentices who are enrolled and participate in a viable apprenticeship program approved by the Division of Apprenticeship Standards.

This Project is subject to compliance monitoring and enforcement by the DIR pursuant to the California Labor Code section 1771.4. No General 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)).

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.

Progress payments are subject to 5% retention withholding until thirty five (35) calendar days after recording the notice of completion. Pursuant to California Public Contract Code Section 22300, for monies earned by the General Contractor and withheld by the City to ensure the performance of the Contract. The General Contractor, may, at its option, choose to substitute securities meeting the requirements of California Public Contract Code Section 22300, or have the retained, earned monies deposited in an escrow account at a federal or state chartered bank.

For all further requirements regarding Bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Technical questions and requests for information related to this Invitation for Bids should be directed to Jillian Brown, Water Resources Engineer, jibrown@santacruzca.gov. All questions shall be in writing and received a minimum of 5 business days prior to the bid opening date.

This Advertisement is issued by:

Owner: **City of Santa Cruz, California**

By: _____
Matt Huffaker, City Manager

Dated: _____

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

These Instructions to Bidders establish the basic procedures and requirements for preparing and submitting a Bid, evaluation of Bids and criteria for award of the Contract, and requirements for the signing of the Contract.

TABLE OF ARTICLES

ARTICLE 1—	Defined Terms	1
ARTICLE 2—	Bidding Documents	2
ARTICLE 3—	Qualifications of Bidders.....	3
ARTICLE 4—	Pre-Bid Conference	4
ARTICLE 5—	Site and Other Areas.....	5
ARTICLE 6—	Bidder’s Representations and Responsibilities.....	7
ARTICLE 7—	Interpretations and Addenda.....	8
ARTICLE 8—	Bid Security	9
ARTICLE 9—	Substitutes and “Or-Equals” During Bidding.....	10
ARTICLE 10—	Subcontractors and Suppliers	10
ARTICLE 11—	Preparation of Bid.....	11
ARTICLE 12—	Submittal of Bid.....	12
ARTICLE 13—	Withdrawal of Bids.....	13
ARTICLE 14—	Bids to remain Subject to Acceptance	13
ARTICLE 15—	Evaluation of Bids and Basis for Award	13
ARTICLE 16—	Contract Bonds and Evidence of Insurance.....	15
ARTICLE 17—	Notice of Award and Signing of Contract	16
ARTICLE 18—	Security Deposit Option in Lieu of Retention	17
ARTICLE 19—	Pre-Construction Conference.....	17

ARTICLE 1— DEFINED TERMS

1.01 Defined terms, indicated in these Instructions to Bidders with initial capital letters, are as set forth in the General Conditions and Supplementary Conditions, available at the Designated Website indicated on the Advertisement for Bids. Proper nouns and the titles of documents and statutes are also indicated with initial capital letters. Additional defined terms used in the Bidding Requirements have the meaning set forth below:

- A. Designated Website – The website designated by the Issuing Office for obtaining Bidding Documents, Addenda, and all official notifications and where to register as a holder of

the Bidding Documents. The identity of the Designated Website is indicated in the Advertisement for Bids.

- B. Issuing Office—The office from which the Bidding Documents are issued. The identity of the Issuing Office is indicated in the Advertisement for Bids.

ARTICLE 2— BIDDING DOCUMENTS

2.01 Obtaining Bidding Documents

- A. The City’s Standard Specifications, together with the Project’s Bidding Documents, may be obtained at the Designated Website or address indicated on the Advertisement for Bids.

2.02 Obtain and Use Complete Bidding Documents

- A. Bidder shall obtain a complete set of the Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.03 Restrictions on Use of Bidding Documents

- A. Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for Bidding Documents holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.04 Bidding Documents Website

- A. City has established a Designated Website as indicated in the Advertisement for Bids. Bidders may rely that sets of Bidding Documents obtained from the Designated Website are complete, unless an omission is blatant. The Designated Website will be updated with any Addenda, Bidding Documents, reports, and other information relevant to submitting a Bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the Designated Website.

2.05 Bidding Documents Obtained from Issuing Office

- A. Bidder obtaining Bidding Documents from the Issuing Office shall confirm that they are using a complete set of documents consistent with the Bidding Documents on the Designated Website.

2.06 Plan Rooms

- A. Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to confirm that the documents are consistent with Bidding Documents Website or Issuing Office. City is not responsible for

omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.07 Electronic Documents

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) files readable by edition of Adobe Reader or Adobe Acrobat current at the time the Bidding Documents are issued. Other software capable of opening and displaying .pdf files may also properly display the Bidding Documents issued as Electronic Documents. It is the intent of the Engineer and City that such Electronic Documents are to be exactly representative of the paper copies of the Bidding Documents. However, because the City cannot totally control the transmission and receipt of Electronic Documents nor Bidders' and the Contractor's means of reproduction of such documents, the City cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.07.A above, obtained via the City's Designated Website. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3— QUALIFICATIONS OF BIDDERS

3.01 Bidder's Qualification

- A. Competency of Bidder:
 - 1. As required by Title 5, Chapter 5.04 of the City of Santa Cruz Municipal Code, the Contractor and Subcontractors must obtain and maintain a current City of Santa Cruz Business License for the duration of the Work. Proof of application(s) and payment of Business License(s) shall be required prior to Work beginning.
 - 2. Bidder shall be licensed under the applicable provisions of the Business and Professions Code of the State of California to do the Work contemplated in the Project.
 - 3. No General Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations as stated in Paragraph 3.02 of this Article.
- B. Bidder shall be skilled and regularly engaged in the general class or type of work called for under the Project.
- C. It is the City's intent to award the Contract to a Bidder that furnishes satisfactory evidence that Bidder has the requisite experience, resources, and ability and that Bidder has sufficient capital and facilities, or can demonstrate to City's satisfaction that Bidder

has prompt access to construction equipment and facilities, to enable Bidder to prosecute the Work in accordance with the Contract Documents (including the Contract Times established therein).

- D. To determine the degree of responsibility to be credited to a Bidder, any relevant evidence will be considered that the Bidder, or personnel guaranteed to be employed in responsible charge of the Work, has satisfactorily performed other projects similar in scope, type of work, and complexity at similar rates of progress required for the Project.

3.02 DIR Registration

- A. No prospective Contractor or prospective Subcontractor may be indicated in a submitted Bid, for public works, unless registered with the California Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5. A prospective Contractor and Subcontractor is not qualified to bid on, be listed in the Bid, or enter into any contract for public work in California unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. By submitting its Bid to the City, Bidder is certifying that Bidder itself is listed by the DIR, and Bidder has verified that all Subcontractors to be employed on the Project, if Bidder is awarded the Contract, are registered with the DIR in compliance with Labor Code Sections 1771.1 and 1725.5, and Contractor shall submit proof of registration to the City with the Bid.
- B. Bidder's or Contractor's inadvertent error in listing a Subcontractor, whether prospective or under a subcontract with Contractor, who is not registered pursuant to Labor Code Section 1725.5 in response to the Advertisement for Bids shall not be grounds for filing a bid protest or grounds for considering the Bid nonresponsive, provided that one or more of the following apply: (1) the Subcontractor is registered prior to Bid opening; (2) within twenty-four hours after the Bid opening, the prospective Subcontractor is registered and has paid the penalty registration fee specified in Labor Code Section 1725.5; or (3) the Subcontractor is replaced by another registered Subcontractor pursuant to Public Contract Code Section 4107.

3.03 Further Evaluations

- A. No requirement in this Article 3 to submit information will prejudice the right of City to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4— PRE-BID CONFERENCE

4.01 Pre-Bid Conference

- A. A mandatory pre-bid conference is scheduled for **10:00 AM** local time, on **Thursday, July 13, 2023** at the **Beltz 9 well site, 730 30th Ave, Santa Cruz, CA 95062**. The purpose of this conference is to give prospective Bidders the opportunity to familiarize themselves with the City's requirements for bidding, pose questions to the City and Construction Manager, review of the scope of the Work, and visit the Site.
- B. All Prospective Bidders must sign in on the City-provided sign-in sheet at this conference to be eligible to bid for the Project.
- C. Attendees will be limited to two representatives per organization.
- D. Photos and videotaping will be allowed.
- E. Personal Protective Equipment Required for Site Visit

1. To visit the Site, each attendee of the pre-bid conference must bring and wear to the site visit the following: (1) sturdy, closed-toed shoes and (2) reflective safety vest for high visibility in traffic areas. Attendees without the required equipment will not be allowed on the tour.
 2. City, Construction Manager, or Engineer will not have extra protective equipment available.
- F. During the pre-bid conference, a tour of the accessible areas of the Work will be conducted by representatives of City and Engineer.
- 4.02 Interpretations and Oral Statements at Pre-Bid Conference
- A. Information presented at the pre-bid conference does not alter the Contract Documents. City (via Designated Website) will issue any necessary Addenda to make any changes to the Bidding Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.
- 4.03 Non-Attendance of Mandatory Pre-Bid Conference
- A. Bids will be accepted only from Bidders who attend the pre-bid conference.
 - B. Bidders arriving at the pre-bid conference more than 10 minutes after the scheduled start-time will not be admitted to the mandatory pre-bid conference.
 - C. Bidders must attend the entire pre-bid conference. Registering on the sign-in and sign-out sheets at the conference will be the responsibility of each attendee.

ARTICLE 5— SITE AND OTHER AREAS

5.01 Examination of Site

- A. Contractor will not be entitled to a change in the Contract Price or Contract Times, nor any associated payment, because of error on Bidder's part or of Bidder's negligence or failure to acquaint itself with the existing conditions, limitations, or features of the Site or requirements of the Bidding Documents; or by reason of any estimate, tests, or representations of any officer, employee or agent of the City or the City's representatives and consultants. Bidder is advised to read and understand the Bidder's representations in the Bid Form, which are repeated as the Contractor's representations in the Agreement.
- B. Where investigation of subsurface conditions has been made by City regarding design of foundation(s) or other subsurface Work, Bidders should inspect the records of the City as to such investigation, including examination of samples and drill cores, if any. Refer to Paragraph 5.02 of these Instructions to Bidders and to the Supplementary Conditions for identification of reports and drawings of existing physical and subsurface conditions at the Site. The General Conditions and Supplementary Conditions set forth the extent, if any, to which Bidders and Contractor may rely on such data.
- C. Investigations by City or City's consultants of subsurface conditions are made for the purpose of design, and the City assumes no responsibility whatsoever in regard to the sufficiency of test borings or other information for Bidder's purposes for pricing or Contractor's purposes for means, methods, procedures, and sequences of construction. City and City's consultants make no representation that subsurface data available and investigations performed by the City or City's consultants are adequate for Contractor's purposes for construction.

- D. Making such information available to prospective Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this provision.
- E. Records of such preliminary investigations as may have been made by the City may be inspected at the City of Santa Cruz Water Department, Engineering Office, 212 Locust Street, Suite C, Santa Cruz CA 95060, by appointment. Email Katy Fitzgerald, Management Analyst, kfitzgerald@santacruzca.gov to make an appointment.

5.02 Supplemental Information Available to Bidders

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The supplementary information identifies the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to City of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to City relating to Hazardous Environmental Conditions (if any) that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. City will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 Other Site-Related Documents

- A. Other reports, drawings, and information (if any) about the Site that do not constitute Technical Data are Supplementary Information. Such documents are not part of the Contract Documents. Bidders and Contractor are not entitled to rely on reports, drawings, or information furnished by City, Construction Manager (if applicable), or Engineer (if applicable) that are not Technical Data.
- B. Such information is available at the Issuing Office and may be posted on the Designated Website.

5.04 Site Visit and Testing by Bidders

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas before submitting its bid. During the visit the Bidder must not disturb any ongoing operations at the Site.

- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. All access to the Site other than during the scheduled Site visit/tour indicated above, must be coordinated in advance by contacting Water Engineering (831) 420-5210 and scheduled at least 10 business days prior to the bid opening date. Bidder must conduct the required Site visit during normal working hours. Refer to Paragraph 4.01.E of these Instructions to Bidders regarding requirements for personal protective equipment required for all personnel visiting the Site.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent City has control over the Site, and schedule permitting, the City will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. City will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on City's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by City or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such pre-Bid explorations, investigations, tests, and studies.

5.05 Site Safety

- A. Site visits and work at the Site are governed by the safety requirements as stated in the General Conditions, Section 00 72 13.

5.06 Other Work at the Site

- A. Reference is made to Exhibit A Technical Provisions, for the identification of the general nature of other work of which City is aware (if any) that is to be performed at the Site by City, contractors retained by City, or others (such as utilities and transportation facility owners) and relates to the Work contemplated by these Bidding Documents. If City is party to a written contract for such other work, then on request, City will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential information, if any).

ARTICLE 6— BIDDER'S REPRESENTATIONS AND RESPONSIBILITIES

6.01 Bidder's Responsibilities and Representations

- A. Bidder shall examine carefully the Site and the Bidding Documents. The submission of a Bid will be conclusive evidence that Bidder has investigated and is fully aware of the conditions and difficulties to be encountered, of the character, quality and quantities of Work to be performed, and of the requirements of the Bidding Documents as to the nature and location of the Work, the general and local conditions at and adjacent to the Site, particularly those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric power, roads and uncertainties of weather, and environmental and physical conditions at and adjacent to the Site; the conformation

and conditions of the ground, the character and quality and quantity of surface and subsurface materials, facilities, and structures, including groundwater, to be encountered; the character of equipment and facilities needed preliminary to, and during the, prosecution of the Work; and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint themselves with all available information concerning these conditions will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

B. Also refer to Bidder's representations set forth in the Bid Form.

6.02 Bidder Certifications

A. The following certifications shall be included with the Bid:

1. Anti-Lobbying Certification form (Section 00 45 46.1) required by section 1352, title 31, United States Code;
2. Certification of Compliance with WIFIA Conditions (Section 00 45 46.4); and

6.03 Other Attachments to the Bid

A. In addition to the certifications listed in Paragraph 6.02 above, other documents shall be submitted with the Bid as stated in Article 2 of the Bid Form, Section 00 41 13.

ARTICLE 7— INTERPRETATIONS AND ADDENDA

7.01 Interpretations

- A. If there is any doubt as to the true meaning of any part of the Bidding Documents, or the proposed Contract Documents, or if discrepancies in, or omissions from, the Bidding Documents are found, Bidder shall submit written request for interpretation or clarification to the contact person indicated in Paragraph 7.02 of these Instructions to Bidders.
- B. Interpretations and clarifications, if any, will be issued in the form of one or more Addenda. Otherwise, in evaluating the intended Work and preparing its Bid, Bidder shall consider that any discrepancies or conflict in the Bidding Documents shall be governed by the Precedence of Documents provision, Paragraph 6.02 of the Agreement, Section 00 52 13.

7.02 Contact for Interpretations of the Bidding Documents

A. Questions regarding interpretation of the Specifications or Drawings or any other portion of the Bidding Documents or Addenda thereto shall be submitted in writing to Jillian Brown, Water Resources Engineer, jibrown@santacruzca.gov. No interpretation of the meaning of the Specifications, Drawings, or other Bidding Documents will be made orally. Only interpretations made via Addendum will be binding.

7.03 Addenda

A. Addenda may be issued by the Issuing Office prior to the deadline established for the receipt and opening of Bids. Addenda become part of the Bidding Documents. The additions or changes contained in such Addenda shall be considered by Bidders in preparation of the Bid. Addenda will be posted only on the Designated Website. A copy of each Addendum shall be attached to the Bid submitted by the Bidder.

- B. Neither City, Issuing Office, nor Engineer is responsible for distributing Addenda to any entity interested in the bidding of the Project.
- C. To be considered for interpretations or clarifications made via Addendum, Bidder requests for clarifications or interpretations must be received by the person designated in Paragraph 7.02 hereof not later than five (5) days prior to the deadline for receipt of the Bids , as indicated in the Advertisement for Bids.
- D. Issuing Office will endeavor to post Addenda to the Designated Website by three days prior to the deadline established in the Bidding Documents for receipt of the Bids. However, City and Issuing Office reserve the right to issue Addenda that, in the sole opinion of the City, do not constitute major changes (except possibly for delays in the deadline for receipt of Bids) closer to the deadline for receipt of Bids.

ARTICLE 8— BID SECURITY

8.01 Required Form and Amount of Bid Security

- A. Each Bid shall be submitted accompanied by bid security in the form of one of the following: (1) a certified check, (2) cashier's check or (3) bid bond executed by surety (surety to comply with the qualifications requirements set forth in Paragraph 6.01 of the General Conditions). Checks shall be made payable to the City of Santa Cruz and bid bonds shall indicate the City of Santa Cruz as obliged. The bid security must be in an amount of not less than 10 percent of the Bidder's maximum Bid price, including alternates (if any). A Bid will be rejected if not accompanied by acceptable bid security.

8.02 Default of Successful Bidder

- A. The bid security of the apparent Successful Bidder will be retained until City awards the Agreement to such Bidder, and such Bidder has signed the Agreement, furnished the required bonds, and met the other conditions of the Notice of Award, whereupon the bid security will be released. If the Successful Bidder fails to sign and deliver the Agreement and furnish the required bonds within the time indicated in Paragraph 17.02.C of these Instructions to Bidders, City may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited, to the extent of City's damages (including not less than the difference between: (1) the amount of the Contract as awarded to the initially-Successful Bidder, and (2) the amount of the next lowest-priced Bid of a Bidder whose Bid has not been rejected or disqualified and who is deemed responsible by the City; to this amount may also be added other damages incurred by the City, amount of which shall be documented by the City and furnished to surety upon request). Such forfeiture will be City's exclusive remedy if Bidder defaults.

8.03 Release of Bid Security

- A. Within 10 days after the Notice of Intent to Award, City will release the bid security for such Bids that will not be further considered for award.
- B. Retained bid security for Bidders that City believes have a reasonable chance for award will be held until the Agreement is signed and is effective, after which all bid security, except bid bonds and bid security that has been forfeited, will be released to Bidder(s).
- C. Release of Bid Security:
 1. When bid security is furnished as a certified or cashier's check, City will return the bid security to the associated Bidder via certified mail.

2. When bid bond is furnished as bid security, at City’s option, City may either (a) destroy the bid bond and advise the associated Bidder in writing of such release, or (b) return the bid bond to the associated Bidder via certified mail.

ARTICLE 9— SUBSTITUTES AND “OR-EQUALS” DURING BIDDING

9.01 Bids to be Based on Specified Items

- A. The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered until after the Effective Date of the Contract.

9.02 Substitute Construction Methods

- A. While certain provisions of the Specifications may require certain means, methods, techniques, sequences, or procedures of construction, the Bid shall be based solely on the requirements of the Bidding Documents, without consideration of substitute or “or-equal” means, methods, techniques, sequences, or procedures of construction. Application for substitute methods, where specified, will be considered after the Effective Date of the Contract, as set forth in the Contract Documents.
- B. Where the Contract Documents do not require using a specific means, method, technique, sequence, or procedure of construction, Bidder shall identify and base its Bid on such means, methods, techniques, sequences, and procedures of construction deemed appropriate by Bidder to provide Work that complies with the Contract Documents.

ARTICLE 10— SUBCONTRACTORS AND SUPPLIERS

10.01 Proposed Subcontractors and Suppliers

- A. Proposed Subcontractors: Bidder shall indicate, with the Bid on the form provided in the Bidding Documents, the identity and other information (as expressly required by the Bidding Documents) on each Subcontractor that Bidder proposes will perform Work in excess of the threshold amount indicated in Section 00 43 36 – Proposed Subcontractors Form.
 1. In accordance with California Public Contract Code Sections 4100 et seq. (“Subletting and Subcontracting Fair Practices Act”), each Bid shall indicate on the “Proposed Subcontractors” form furnished with the Bidding Documents: (a) the name, physical address of business, California contractor license number, and public works contractor registration number issued pursuant to California Labor Code Section 1725.5, and, (b) the portion of the Work which will be performed by each proposed Subcontractor.
 2. City reserves the right to (a) require Bidder to furnish qualifications information for any or all proposed Subcontractors, (b) perform City’s own investigation of proposed Subcontractors, and (c) to reject the Bid of a Bidder that proposes to use one or more Subcontractors unacceptable to the City and where Bidder, after being notified of City’s rejection of such proposed Subcontractor(s), refuses to provide a substitute Subcontractor acceptable to the City.

3. If a Bidder fails to indicate a proposed Subcontractor for any portion of the Work for which identification of the proposed Subcontractor is required by these Instructions to Bidders, Bidder shall perform that portion of the Work with Bidder's own employees unless a substitute Subcontractor, acceptable to City, is promptly proposed. When Bidder fails to identify in the Bid a required, proposed Subcontractor, City has no obligation to approve or accept any substitute Subcontractor proposed and may require Contractor to perform such Work with Contractor's own employees.

10.02 Self-Performance of Work

- A. Refer to the General Conditions, as may be modified by the Supplementary Conditions, for limitations on the amount of the Work that may be subcontracted.

ARTICLE 11— PREPARATION OF BID

11.01 Completion of Bid Form

- A. Prospective Bidders will be furnished the required Bid Form and attachments (all of which are included in the Bidding Documents) from the sources listed in Article 2.
- B. Prospective Bidders must complete all blanks on the Bid Form and attachments in ink and sign in ink. Erasures or corrections must be initialed in ink by the person submitting the Bid. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- C. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- D. Requirements for signature of Bids are indicated in this Article 11.

11.02 Bid Form and Attachments to Bid

- A. Required attachments to the Bid are set forth in the Bid Form, Section 00 41 13. Forms and certifications required as attachments to the Bid Form are bound with the Bidding Documents.
- B. Bidders are advised that attaching any document or condition to the Bid that is not expressly required by the Bidding Documents may be considered by the City to be a submittal of a conditioned Bid, which is subject to rejection by the City.

11.03 Bids Prepared from Bidding Documents Issued as Electronic documents

- A. If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form, together with the Bid Form attachments, printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form and Bid Form supplements must be clearly legible, printed on 8.5-inch by 11-inch white paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The City reserves the right to accept Bid Forms or Bid Form supplements which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

11.04 Bid Items

- A. The Bid Form apportions the Work among one or more bid items that may be lump sums or unit price items.

- B. Where unit price items are included in the Bid Form and the contemplated Contract, the quantities of Unit Price Work are estimates only and the final Contract Price will be adjusted via Change Order to the actual quantities required. The amount bid for each bid item shall be sufficient for all the Work included therein, as indicated in the Bidding Documents.
- C. The unit prices and lump sum amounts indicated in the Bid shall include full compensation for providing all Work associated therewith, including overhead and profit, in accordance with the Bidding Documents, including but not limited to in accordance with the percentages required in the Bidding Documents.
- D. Pricing for individual bid items shall be submitted as numbers, as indicated on the Bid Form. The total bid price (total of all lump sums and unit price items, including alternates, if any) shall be indicated in both words and numbers in the respective spaces provided in the Bid Form. All prices shall be in current United States dollars. In the event of a discrepancy between words and numbers, the words will govern. For Unit Price Work, unit prices will govern over extended total amounts that are mathematically incorrect. In the event of a discrepancy between the amount indicated and a mathematically correct amount, the mathematically correct amount will govern.

11.05 Bid Package

- A. The Bid shall include the signed and completed Bid Form included in the Bidding Documents, the bid security and all other attachments to the Bid Form as required by the Bidding Documents.

11.06 Signature

- A. The Bid Form shall be signed by an officer of Bidder authorized by Bidder's organization to sign binding contracts.

11.07 Joint Bids

- A. If two or more entities desire to jointly submit a Bid for the Project, or desire to combine their assets for submitting a Bid, they shall file an affidavit of joint venture with the City and such affidavit of joint venture will be valid only for the Project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City prior to the time established in the Bidding Documents for receipt of the Bids, a Bid submitted by such joint venture participants may be disqualified by the City.

ARTICLE 12— SUBMITTAL OF BID

12.01 Sealed Bids

- A. Each Bid shall be submitted in an opaque, sealed envelope plainly marked, "BID ENCLOSED," and state the Project name.

12.02 Due Date, Delivery Location, And Public Bid Opening

- A. Sealed Bids are due by the date, time, and location as stated in the Advertisement for Bids.
- B. No Bids will be accepted after the date and time indicated in the Advertisement for Bids, as may be modified by Addenda. Time for receipt of Bids will be based on the City's wall clock at the bid opening location indicated in the Advertisement for Bids. Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids.

12.03 Escrow Bid Documentation

- A. NOT USED

12.04 Relief of Bidders in the Event of Inadvertent Error, Mistake, or Omission in the Bid

- A. California Public Contract Code Sections 5100 et seq. is incorporated herein by reference, concerning relief of Bidders and in particular to the requirement therein that if Bidder claims a mistake was made in its Bid, the Bidder shall give City written notice within five days after the opening of the Bids. Such notice shall clearly indicate the nature, extent, and cause of the alleged mistake; Bidder shall furnish with the notice details and documentation sufficient to clearly indicate the error, omission, or mistake in the Bid.

ARTICLE 13— WITHDRAWAL OF BIDS

13.01 Withdrawal of Bids Prior to Bid Opening

- A. A Bid may be withdrawn at any time prior to the time fixed in the Advertisement for Bids for the receipt of Bids only by Bidder's written request for the withdrawal of the Bid delivered to the Issuing Office as stated in the Advertisement for Bids. Withdrawal request shall be signed by an officer of Bidder's organization authorized to sign binding contracts on behalf of Bidder.
- B. Withdrawal of a Bid does not prejudice the right of Bidder to submit a new or revised Bid. Submittal of a new or revised Bid shall be in accordance with the procedures for all Bids as set forth in the Bidding Documents.

13.02 Withdrawal of Bid After Bid Opening

- A. This provision does not authorize the withdrawal of any Bid after the time fixed in the Bidding Documents for the receipt and opening of Bids.

ARTICLE 14— BIDS TO REMAIN SUBJECT TO ACCEPTANCE

14.01 Bid Acceptance

- A. All Bids will remain subject to acceptance for the period of time stated in Paragraph 5.01 of the Bid Form, but City may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 15— EVALUATION OF BIDS AND BASIS FOR AWARD

15.01 City Rights

- A. City reserves the right, in its sole discretion, to determine whether a bidder is qualified, responsive, or responsible in the evaluation and award of the Contract.

15.02 Rejection of Bids

- A. The City reserves the right, acting in its sole discretion, to waive immaterial bid irregularities or inconsequential defects in the bids, to accept or reject any and all bids, to re-bid the Project, or to abandon the Project entirely.

15.03 Disqualification of Bidders

- A. More than one Bid from an individual, firm, partnership, corporation, or a combination thereof under the same or different names will not be considered.

- B. If City has reason for believing that collusion exists among Bidders, none of the participants in such collusion will be considered for award for the Project.
- C. Bidders and proposed Subcontractors ineligible under California Labor Code Sections 1777.1 and 1777.7 are prohibited from working on the Project.

15.04 Bid Protest

- A. Any Bidder (i.e., as defined in the General Conditions) may, following City's issuance of a Notice of Intent to Award, in accordance with the provisions of the Santa Cruz Municipal Code (SCMC), Chapter 3.08, or any trade association representing workers who would have potentially been employed by such Bidder, may submit a bid protest. Bid protests will not be accepted from others.
- B. Bid protests shall be in writing and submitted to the City Clerk within five days of the date of the City's written Notice of Intention to Award the Contract. The City Council will hear the bid protest prior to award of the Contract. The protesting entity may protest the Contract award for the City's or Successful Bidder's failure to comply with the requirements of SCMC, Chapter 3.08, the Bidding Documents, or other applicable provision of the SCMC.
- C. The bid protest shall clearly set forth the basis for the bid protest. The responsibility to substantiate the bid protest resides solely with the entity submitting the bid protest.
- D. Grounds not set forth in the written bid protest may not be considered by the City Council at the bid protest hearing. City Council will sustain a bid protest if the protesting entity demonstrates by clear and convincing evidence that, as specified above, the City would act improperly in awarding the Contract. The decision of the City Council will be final and binding concerning award of the Contract.
- E. Bidders are instructed that, irrespective of any changes to the information contained in the Notice of Intent to Award, there is a single protest period, and any and all protests must be delivered by the deadline specified above, regardless of whether or not the protest is directed at the Bid of the proposed awardee or at the Bid of another Bidder.
- F. Failure to provide such notice within the five (5) business day period will constitute waiver of any and all rights, claims, damages or causes of action against the City arising out of the award of the Contract.
- G. The procedures and time limits set forth in this Section 15.04 are mandatory and the Bidder's sole and exclusive remedy in the event of a protest. Failure to comply with these procedures shall constitute a waiver of any and all right to further pursue the protest, including filing a Government Code claim or legal proceedings.

15.05 Consideration of Bids

- A. After the Bid opening, City (in cooperation with City's consultants, if any) will tabulate and evaluate the Bids, including an evaluation of Bid's responsiveness to the requirements of the Bidding Documents.
- B. Discrepancies in the Bids between amounts indicated in words and numbers, and between amounts indicated and mathematically correct amounts, will be resolved as set forth in Paragraph 11.04.D of these Instructions to Bidders.
- C. For items of Unit Price Work, Bids will be compared on the basis of the quantities indicated on the Bid Form as furnished by the City, subject to revisions via Addendum.

- D. In evaluating the Bids, City may consider Bidder’s qualifications and qualifications of proposed Subcontractors and Suppliers. City may perform whatever investigations City believes are necessary in the evaluation of the Bids and in evaluating Bidders.

15.06 Basis for Award of Contract

- A. The Contract, if awarded, will be awarded to the Bidder submitting the lowest-priced, responsive Bid that has not been disqualified or rejected by the City. To be eligible for award of the Contract, Bidder must be appropriately licensed in accordance with law and as set forth in these Instructions to Bidders.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- C. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, City will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which City determines funds will be available at the time of award.

15.07 Investigations

- A. City may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

15.08 Default by Successful Bidder

- A. If the Successful Bidder fails to sign the Agreement and furnish acceptable bonds, insurance documentation, and all other information as required by the Bidding Documents within the time indicated in these Instructions to Bidders, the City may annul the award to the initial Successful Bidder and award the Contract to the Bidder that submitted the next-lowest-priced, responsive Bid that was not disqualified or rejected. If the second Successful Bidder fails to sign the Agreement, the City may annul such award and subsequently award the Contract to the Bidder that submitted the lowest-lowest-priced, responsive Bid that was not disqualified or rejected.

15.09 Release of bid security is addressed in Article 8 of these Instructions to Bidders.

ARTICLE 16— CONTRACT BONDS AND EVIDENCE OF INSURANCE

16.01 Insurance Documentation

- A. Requirements for the Contractor’s insurance are set forth in Article 6 of the General Conditions and in the corresponding provisions of the Supplementary Conditions.
- B. When Successful Bidder submits to City the originals of the Agreement and other Contract Documents signed by Successful Bidder (as provided in Article 17 of these Instructions to Bidders), they shall be accompanied by insurance documentation compliant with the provisions set forth in the Contract Documents.

16.02 Bonds

- A. Requirements for all required bonds, and requirements for qualifications for sureties, are indicated in Paragraphs 2.01 and 6.01 of the General Conditions, as may be modified by corresponding provisions of the Supplementary Conditions.
- B. When Successful Bidder submits to City the originals of the Agreement and other Contract Documents signed by Successful Bidder (as provided in Article 17 of these Instructions to Bidders), they shall be accompanied by bonds as required by the proposed Contract Documents. Successful Bidder shall furnish such bonds on the forms bound in the proposed Contract Documents.

ARTICLE 17— NOTICE OF AWARD AND SIGNING OF CONTRACT

17.01 Bid Protest Provision Location

- A. Provisions on bid protests are in Paragraph 15.04 of these Instructions to Bidders.

17.02 Award Process and Signing of Agreement

- A. During its evaluation of the Bids, the City will determine whether any Bid(s) will be disqualified or rejected. Promptly after City completes evaluating the Bids, thus determining the Successful Bidder (if any) to which the Contract will be awarded, City will issue the Successful Bidder a Notice of Intent to Award, and provide a copy via priority U.S. Mail to all Bidders. The Notice of Intent to Award is the only notice of award issued by the City. Issuance of the Notice of Intent to Award commences the period for potential bid protests, as set forth in Paragraph 15.04 of these Instructions to Bidders.
- B. After the City's five (5) business day bid protest period and Council action of any bid protests received, a Notice of Award shall be transmitted to the Successful Bidder with unsigned originals of the Agreement and all other Contract Documents required by the Agreement.
- C. Two original Agreements shall be signed by the Successful Bidder and the signed Agreements and Contract Documents shall be delivered to City within 10 days (excluding Saturdays, Sundays, and City's holidays) of Successful Bidder's receipt of the Notice of Award.
- D. Within 10 days of City's receipt of the Agreement signed by Successful Bidder, accompanied by acceptable bonds, insurance documentation, and other documents listed in the Notice of Award, City will sign the Agreement and return to Contractor one fully-signed Agreement, together with the number of paper and electronic copies of the Contract Documents required by Paragraph 2.02 of the General Conditions, Section 00 72 13.
- E. Issuance by City of a Notice to Proceed is addressed in Paragraph 4.01 of the General Conditions, Section 00 72 13.
- F. Commencement of Work – Refer to Paragraph 4.02 of the General Conditions, Section 00 72 13, for requirements regarding commencement of the Work.

17.03 Completion of Good Faith Statement for Local Hire Form

- A. The Successful Bidder must comply with Paragraph 19.03 of the General Conditions, Section 00 72 13, regarding completion of the form, "Good Faith Statement for Local Hire", prior to City's issuance of a Notice to Proceed.

17.04 Failure to Sign Agreement

- A. Failure of the Successful Bidder to sign the Agreement and furnish acceptable bonds and insurance documentation within the time indicated in Paragraph 17.02.C of these Instructions to Bidders shall be sufficient cause for both (1) City to annul the award to said Bidder and (2) forfeiture of the bid security of such Bidder. Forfeiture of bid security will be in accordance with Article 8 of these Instructions to Bidders.

ARTICLE 18— SECURITY DEPOSIT OPTION IN LIEU OF RETENTION

18.01 Securities in Lieu of Retainage

- A. In accordance with California Public Contract Code Section 22300, except where federal regulations or polices do not allow substitution of securities, Contractor may substitute securities for any moneys withheld by City as retainage or other set-off under the Contract to which the City is entitled. At the Successful Bidder's request and expense (such request to be submitted to City in writing concurrent with or prior to Successful Bidder's submittal to the City of the signed Agreement), securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California, as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit Agreement ("Escrow Agreement"). The form of Escrow Agreement is part of the proposed Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to Contractor.
- B. Alternatively, at the request of Successful Bidder (such request to be received by City in writing concurrent with or before Successful Bidder's submittal to City of the signed Contract) and expense, City will pay retentions earned directly to the escrow agent designed in the signed Escrow Agreement. At Contractor's expense, Contractor (Successful Bidder) may direct investment of the payments into securities. Upon satisfactory completion of the Work, Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to this provision and the terms of the Escrow Agreement. Contractor will, within 20 days of receipt of payment, pay to each Subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure Contractor's performance of the Work.
- C. Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.
- D. Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

ARTICLE 19— PRE-CONSTRUCTION CONFERENCE

19.01 Pre-Construction Conference

- A. Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the CM will arrange a preconstruction conference to be attended by the Successful Bidder's project representative authorized to commit on the behalf of the Contractor and to direct the performance of the Work by others as well as the Contractor's superintendent, the CM, City Representatives, major subcontractors, and others involved in the

execution of the Work. This pre-construction conference shall be held at the Site unless otherwise indicated by the City.

- B. The purpose of this conference will be to establish a working relationship and understanding between the parties and to discuss project organization, job communications, the Construction Schedule, shop drawing submittals and processing, cost breakdown payment applications and their processing, extra work procedures, safety requirements, permits and inspections, and such other subjects as may be pertinent for the execution of the Work.

END OF SECTION

SECTION 00 41 13

BID FORM

(To be submitted with bid)

**City of Santa Cruz, California
Aquifer Storage and Recovery Beltz 9 Pilot Test
Site Preparation and Monitoring Well
CWO # 2023-005**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—CITY AND BIDDER

- 1.01 This Bid is submitted to: **City of Santa Cruz, California, care of the City Water Department, 212 Locust Street, Suite A, Santa Cruz, CA 95060.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are made a condition of this Bid:
- A. The following shall be submitted with the Bid Form (Section 00 41 13):
 - 1. Bid security (for bid bond, use Section 00 43 13);
 - 2. Proposed Suppliers Form (Section 00 43 33);
 - 3. Proposed Subcontractors Form (Section 00 43 36);
 - 4. Non-Collusion Declaration (Section 00 45 19);
 - 5. Anti-Lobbying Certification (Section 00 45 46.1); and
 - 6. Certification of Compliance with WIFIA Conditions (Section 00 45 46.4)
 - B. The following shall be submitted by the Successful Bidder within 10 days of the Award Notice:
 - 1. Two original signed Agreements;
 - 2. Acceptable bonds;

3. Proper evidence of insurance;
4. Good Faith Effort Statement For Local Hire (Section 00 43 38);
5. (optional) Escrow Agreement For Security Deposits In Lieu of Retainage (Section 00 54 63);
6. DAS Form 140 (Section 00 62 91);
7. Good Neighbor Commitment (Section 00 45 46.6) and
8. Any other forms or documentation identified in the Notice of Award.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Basis of Bid*

- A. Bidder will perform the following Work at the indicated prices on the pricing schedule attached as Contract Price Exhibit (Exhibit Z). Contractor will include a PDF of its final pricing schedule in the Contract Documents to be used as the basis for its contract price. Filename should be “Agreement Exhibit – Contract Price Exhibit.”

Name of Bidder: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (\$)	Unit Price Extension / Lump Sum (\$)
MONITORING WELL					
1	Mobilization	LS	1		
2	Conductor (Surface) Casing	FT	20		
3	Pilot Bore Drilling	FT	215		
4	Geophysical Logging	LS	1		
5	2-in-dia PVC Blank Casing	FT	110		
6	2-in-dia PVC Well Screen	FT	90		
7	2-in-dia PVC Cellar and Cap	FT	10		
8	Gravel Pack	FT	125		
9	Cement Grout	FT	90		
10	Fluid and Cuttings Containment and Disposal	LS	1		
11	Development of Well	HR	8		
12	Wellhead Completion	LS	1		
13	Site Cleanup	LS	1		
14	Standby Time	HR	5		
DOWNHOLE PREPARATION / REHABILITATION OF BELTZ 9 WELL					
15	Mobilization	LS	1		
16	Existing Pump Assembly Removal	LS	1		
17	Pre-Rehab Video Survey	LS	1		
18	Nylon Brushing	HR	3		
19	Bailing	LS	1		
20	Temporary Tanks, Piping, etc.	LS	1		
21	1st Pass Simultaneous Air-Lift Pumping/Swabbing	HR	4.5		
22	2nd Pass Simultaneous Air-Lift Pumping/Swabbing	HR	4.5		
23	Bailing	LS	1		
24	Post-Rehab Video Survey	LS	1		
25	Demobilization and Site Cleanup	LS	1		
ASR PILOT TEST SETUP					
26	Mobilization	LS	1		
27	Fabrication of Temporary Well Head Seal Plate	LS	1		
28	Installation of Temporary Pump Assembly, Injection Drop Pipe and Sounding Tubes	LS	1		
29	Installation of Temporary MCC	LS	1		
30	Installation of Temporary Piping, Valving, Metering, etc.	LS	1		

31	Well Disinfection and Chlorine Flushing	LS	1		
32	Installation of Temporary BFP and PVC Pipeline at Beltz WTP Site	LS	1		
33	Rental of Temporary Equipment	MONTH	6		
34	Removal of Temporary Pump Assembly, Injection and Sounding Tubes	LS	1		
35	Downhole Video Survey	LS	1		
36	Reinstallation of City Pump Assembly	LS	1		
37	Well Disinfection and Chlorine Flushing	LS	1		
38	Demobilization	LS	1		
SUBTOTAL BASE BID PRICE					
10% CONTINGENCY ALLOWANCE					
TOTAL BID PRICE					

B. Bidder acknowledges that:

1. Each bid price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total of All Lump Sums and Unit Price Bid Items (number): \$ _____

Total of All Lump Sums and Unit Price Bid Items (words): _____

_____.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of Article 3 of the Supplementary Conditions regarding liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, Section 00 21 13, including without limitation those dealing with the disposition of bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions

or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of City, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the process or affect the execution of the Contract.

ARTICLE 7—BIDDER’S SIGNATURE

BIDDER hereby submits this Bid as set forth above:

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct. **A Notary Acknowledgment is required.**

Bid submitted on _____, 20____.

This Bid is submitted by:

Legal Company Name and Corporate Seal *(if applicable)*:

Indicate Type of Entity: _____
(Sole Proprietor, Partnership, Corporation, LLC, Joint Venture, etc.)

CSLB No.: _____ Classification: _____ Expire Date: _____

DIR Registration No.: _____ Expire Date: _____

Federal ID Number: _____

Address for giving notices: _____

Telephone: _____ Fax: _____

Email of Authorized Representative: _____

Signature of Authorized Representative, Managing Partner, or Officer:

(If other than sole proprietor, attach evidence of authority to sign) (If LLC, attach evidence of authority to bind the LLC under the LLC’s articles of organization)

Name (PRINT): _____ Title: _____

If Joint Venture, each party to the joint venture whether an individual, partnership, or corporation must sign. The signature above is the First Joint Venturer and other Venturers must sign in the manner indicated below and attach evidence of authority to sign for each:

Second Joint Venturer:

Signature of Authorized Representative: _____

Name (PRINT): _____ Title: _____

Third Joint Venturer:

Signature of Authorized Representative: _____

Name (PRINT): _____ Title: _____

END OF SECTION

SECTION 00 43 13

BID SECURITY FORM
(To be submitted with bid)

KNOW ALL PERSONS BY THESE PRESENT:

THAT WE, _____,

AS PRINCIPAL, AND _____,

AS SURETY, are held and firmly bound unto the City of Santa Cruz in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Santa Cruz (CITY) for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Santa Cruz to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted the above-mentioned bid to the City of Santa Cruz, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at

11:30 AM / July 26, 2023 / 212 Locust Street, Suite A, Santa Cruz, CA 95060

For:

“Aquifer Storage and Recovery Beltz 9 Pilot Test Site Preparation and Monitoring Well, CWO # 2023-005”

NOW, THEREFORE, if the aforesaid Principal does not withdraw said bid within the time period specified in the Bidding Documents, and if selected as the apparent lowest responsible bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written contract in the prescribed form, in accordance with the bid,
- (2) File two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and
- (3) Furnish the certificate of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said bid within the time period specified in the Bidding Documents, or the disqualification of said bid due to a failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to the City an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said bid and such larger amount for which the City procures the work covered by said bid, if the later be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the City, Surety shall pay all reasonable attorneys’ fees and costs incurred by the City in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day
of _____, 20 ____.

PRINCIPAL

SURETY

(Seal)

(Seal)

Signature

Signature

Title

Title

Address

Address

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)

END OF SECTION

SECTION 00 43 36

PROPOSED SUBCONTRACTORS FORM

(To be submitted with bid)

Name of Bidder: _____

Bidder shall indicate on this form the legal/contracting entity name, location of place of business, the California contractor's license number, the public works contractor registration number issued pursuant to California Labor Code Section 1725.5, and the dollar amount and proportion (in percent) of the Work of each Subcontractor (of any tier) to whom a portion of the Work will be awarded via one or more subcontracts. Indicate all proposed Subcontractors to whom the total awarded amount of subcontracts for the Work will be in excess of 0.5 percent of the total amount of the Bid (or a total value of all subcontracts awarded to the Subcontractor is \$10,000, when \$10,000 is less than 0.5 percent of the total bid price).

Subcontractor's Legal/contractual Entity Name	Location of Place of Business	CSLB License Number	Public Works Contractor DIR Registration Number	Subcontract Amount and Proportion of Total Bid Price

(Attach additional sheets, if necessary)

END OF SECTION

SECTION 00 43 38

GOOD FAITH EFFORT STATEMENT FOR LOCAL HIRE

(To be completed by Successful Bidder prior to NTP)

In conformance with Chapter 3.10 of the Municipal Code, each Contractor and subcontractor shall complete and submit this Statement **following Award of Contract and prior to issuance of the Notice to Proceed.**

Project Title: _____

Name and Title of Person Completing Statement: _____

Name of Contractor or Subcontractor: _____

Date Statement Completed: _____

Address: _____

Contractor (or Subcontractor) estimates that fifty percent (50%) or more of its workforce for this project meets the local hire requirements of this contract: Yes No*

*If no, complete the following table:

Name & Address of Local Recruitment Source			
Date of Recruitment Contact			
Person Contacted & Phone #			
Trade & Classification			
# of Hire Referrals Requested			
# of Local Hire(s) Made as Result of Contact			
Name & Address of Local Hire(s), as a Result of Contact			

(Additional Sheets May Be Attached As Needed)

END OF SECTION

SECTION 00 45 19

NON-COLLUSION DECLARATION

(Public Contract Code §7106)

(Non-Collusion Affidavit to be Executed by Bidder and Submitted with Bid)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Contractor/Bidder

JURAT CERTIFICATE

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 _____)

County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, by _____, proved to me on the basis of satisfactory evidence to be the persons who appeared before me.

(This area for official notary seal)

Signature _____

END OF SECTION

SECTION 00 45 46.1

ANTI-LOBBYING CERTIFICATION

(To be submitted with bid)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

Printed Name of Person Signing for Organization: _____

Title of Person Signing for Organization: _____

Signature of Person Signing for Organization: _____

END OF SECTION

SECTION 00 45 46.4

**CERTIFICATION OF COMPLIANCE
WITH WIFIA CONDITIONS**

(To be submitted with bid)

This certification relates to the construction contract proposed by the City which expects to finance the proposed construction contract with assistance from the Water Infrastructure Finance and Innovation Act (WIFIA) loan program supported with funds directly made available by the United States Environmental Protection Agency. I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the WIFIA Program Requirements and agree to incorporate the following into the bid and/or contract:

- FEDERAL LABOR STANDARDS PROVISIONS: COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS
- DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- RESTRICTIONS IN LOBBYING
- CIVIL RIGHTS, NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES
- EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 1246)
- CONTRACT WORK HOURS AND SAFETY STANDARDS
- CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
- SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION REQUIREMENT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

(Date)

(Name and Title of Authorized Official [Print or Type])

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

END OF SECTION

SECTION 00 45 46.6

GOOD NEIGHBOR COMMITMENT

(To be Agreement Exhibit Y)

When the Santa Cruz Water Department undertakes construction projects in a neighborhood we are committed to being the best neighbor we can be. That means that our neighbors should expect:

Work to be conducted safely

- Staff, consultants and contractors will be properly trained in equipment use.
- Staff, consultants and contractors will at all times comply with Cal OSHA requirements.
- Work will adhere to all CEQA mitigations and any other permit requirements.
- Traffic control measures will be provided when normal traffic flow is impacted.
- Equipment and the project site overall will be secured outside of regular construction hours.

Construction to begin and end at scheduled times

- Work hours to be observed are identified in Section 3.02 of the Agreement. Violation of the Construction Work Hours violates the noise ordinances in Santa Cruz Municipal Code (SCMC) sections 4.14.070 and 9.36.010. Violations of the SCMC can result in administrative or criminal citations, and financial penalties.
- Construction hours will be posted.
- Construction activity, including operating heavy equipment and utilizing backup alarms on vehicles is not permitted without prior approval from SCWD.
- Advance notice will be given for work that must be done outside of regularly scheduled hours.
- Non-construction activities outside of working hours will be kept to a minimum.

Staff and contractors working on projects to behave professionally

- Appropriate language will be used at all times in public.
- Non project-related noise will be kept to a minimum.

Project questions or concerns to be responded to

- Dedicated project hotlines and email will be available.
- Staff and contractors will be provided with cards with SCWD contact information that they can share with neighbors.
- Calls or emails made to project hotlines will be returned within 2 business days.

To receive regular project communication

- Regular and ongoing project communication with SCWD community relations staff is required.
- Project descriptions and timelines will be provided by SCWD to neighbors in advance.

- Notification of regular (non-emergency) service disruptions will be given 48 hours in advance.
- Unforeseen changes will be shared as timely as possible.
- Bi-weekly project updates will be given by SCWD to neighbors for projects lasting longer than six weeks.

The neighborhood will be left in the same condition as when we arrived

- Debris will be removed.
- Project sites will be swept and cleaned.
- Excavations will be filled and patched when the project is complete.

I certify that I have read the above Good Neighbor Commitment and agree to perform the Work according to these commitments.

Name: _____

Signature: _____

Date: _____

END OF SECTION

SECTION 00 45 46.8

**SYSTEM FOR AWARD MANAGEMENT (SAM)
REGISTRATION REQUIREMENT**

(To be submitted with bid)

The undersigned acknowledges the following:

This project is federally funded by the _____ Grant. A requirement for the use of federal funds is that **prime contractors** be actively registered with the federal System for Award Management (SAM). Registration with SAM is free at www.sam.gov. The following information is required to register your business with SAM:

- Your Unique Entity Identifier (Unique Identity ID), and the name and address associated with that Unique Identity ID. Go to SAM.gov, to:
 - Get your Unique Entity ID and register your entity to do business with the U.S. government.
 - Make any updates to your legal business name and physical address associated with the Unique Entity ID.
 - Find customer support at a single helpdesk for all Unique Entity ID and entity registration issues.
- Your Taxpayer Identification Number and the name associated with that TIN (from your W-2 or W-9)
- Your Contractor and Government Entity (CAGE) Code, if you already have one (if you don't, one will be assigned to you during registration)

All prime contractors will be verified for SAM registration upon bid evaluation. Bids received without active SAM registration may be rejected.

	Company Name	Unique Entity ID (SAM)
Prime		

Attach proof of “active” SAM.gov registration for prime contractor.

Signature _____

Name (Print or Type) _____

Title _____

Date _____

END OF SECTION

SECTION 00 52 13

AGREEMENT

This Agreement, made and entered into this ___ day of _____, 20____ (“Effective Date of the Contract”), is by and between: _____ (“Contractor”), and the City of Santa Cruz, a municipal corporation (“City”);

WHEREAS, City requires performance of all work (“Work”) required by the Contract Documents (as defined in Article 5 of this Agreement) to fulfill the City’s mission to its ratepayers and residents and the City’s obligations to authorities having jurisdiction; and

WHEREAS, City has selected Contractor to perform the Work and Contractor is ready, willing, and able to perform the Work in accordance with the Contract Documents.

NOW, THEREFORE, IT IS AGREED by and between the City and Contractor as follows:

ARTICLE 1— THE PROJECT; THE WORK.

1.01 The Work

That for and in consideration of the covenants and agreements herein, Contractor shall complete all Work for the Project in strict conformity and compliance with the Contract Documents and this Agreement.

1.02 The Project

The Project, of which the Work under the Contract Documents is a part, is identified as follows: Aquifer Storage and Recovery Beltz 9 Pilot Test Site Preparation and Monitoring Well , CWO #2023-005 (the “Project”).

1.03 The Project is part of the City’s Water Improvements Program.

ARTICLE 2— CITY’S REPRESENTATIVES.

2.01 City is designating the following as City’s representatives to perform services to assist the City relating to this Project, and who shall assume the duties and responsibilities of the assigned position listed below in accordance with the Contract Documents and General Conditions, Section 00 72 13, Article 10:

Program Manager:

Leah Van Der Maaten, Professional Associate Engineer

City of Santa Cruz Water Department

212 Locust Street, Suite C, Santa Cruz, CA 95060

Telephone number: (949) 257-6139

Construction Manager & Engineer (also referred to as Owner’s Technical Representative):

Robert Marks, Principal Hydrogeologist

Pueblo Water Resources Inc.,

4478 Market St., Ste. 705, Ventura, CA 93003

Telephone number: (805) 644-0470

Any person or entity, listed above, who is not a City employee, cannot act on behalf of the City and cannot authorize changes in the Work, use of allowances (if any), or Contract Price or Contract Times.

ARTICLE 3— CONTRACT TIMES

3.01 Time of Start and Work Days

- A. The Contractor shall promptly start the Work within fourteen (14) calendar days from the date specified in the Notice to Proceed (NTP), and substantially complete the Work within 200 calendar days. Work shall not begin until after Sept 1, 2023.
- B. Bid items 1-32, are to be completed within 60 calendar days of NTP.
 - 1. Completion of the monitoring well must be accomplished within thirty-five (35) calendar days following receipt of NTP and well rehabilitation completed within fifty (50) calendar days of NTP.
- C. The Contractor shall start work on Bid items 34-38 within 30 calendar days notification by the City and shall be completed by the Contractor within 200 calendar days of the NTP.

3.02 Time of the Essence

Contractor represents that the Contract Time is reasonable for completion of the Work and that Contractor will complete the Work within the Contract Times. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence to this Agreement.

3.03 Time of Completion

The Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 200 calendar days of NTP.

ARTICLE 4— CONTRACT PRICE

4.01 Contract Price

- A. City shall pay Contractor for all Work, at the prices stated in the Contractor's Bid, attached hereto as Contract Price Exhibit (Exhibit Z).
- B. Payment by City at the prices indicated herein shall be considered as full compensation for the Work performed in accordance with the Contract Documents.

ARTICLE 5— CONTRACT DOCUMENTS

5.01 Contents

- A. The Contract Documents are comprised of the following which are bound herewith or included herewith unless otherwise indicated below:
 - 1. Applicable Laws and Regulations
 - 2. Duly issued Agreement modifications, and allowance authorization(s) signed by City, in chronological order by effective date of each;

3. This Agreement, including:
 - a. Exhibit Z – Contract Price from Contractor’s Bid;
 - b. Exhibit Y - Good Neighbor Commitment (Section 00 45 46.6);
 4. Maintenance Bond, if issued (Section 00 61 19);
 5. Performance Bond (Section 00 61 13.13) and Payment Bond (Section 00 61 13.16);
 6. Escrow Agreement in Lieu of Retainage, when signed by the parties (Section 00 54 63);
 7. Addenda, in the reverse order of date of issuance;
 8. Div 00 Supplementary Conditions (Section 00 73 01);
 9. General Conditions (Section 00 72 13);
 10. Instructions to Bidders (Section 00 21 13);
 11. Water Infrastructure Finance Innovation Act (WIFIA) Program Requirements (Section 00 73 74);
 12. Div 01 General Specifications;
 13. Exhibit A Technical Provisions – Santa Cruz Water Department Beltz 9 ASR Pilot Test Project;
 14. The following, which may be issued after the Effective Date of the Contract and are not bound herewith:
 - a. Notice to Proceed.
 - b. Change Order(s).
 - c. Work Change Directive(s).
 - d. Field Order(s).
 - e. Allowance authorization(s) signed by the City.
- B. There are no Contract Documents other than those indicated above in Paragraph 5.01.A. Supplemental project information available to bidders, and the information supplied therein, are not Contract Documents.
- C. The Contract Documents may be amended, supplemented, or modified only as provided in Article 11 of the General Conditions.

5.02 Precedence of Documents

- A. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction standards.
- B. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered, the parties shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 5.01 and consistent with Article 3 of the General Conditions.

- C. Inclusion of an order of precedence provision in the Contract Documents does not in any way negate or reduce Contractor's obligation to report conflicts, discrepancies, apparent omissions, and similar matters as required by Paragraphs 3.03 and 3.04 of the General Conditions and obtain interpretations or clarifications from Engineer or Construction Manager, as set forth in Article 3 of the General Conditions.

ARTICLE 6— REPRESENTATIONS AND CERTIFICATIONS

6.01 Contractor's Representations

- A. In order to induce City to enter into this Agreement, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given City and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract

Documents, and the written resolution thereof by City, Construction Manager, or Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

6.02 Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 6.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of City, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Agreement.

ARTICLE 7— MISCELLANEOUS

7.01 Definitions

Terms, words and phrases used in this Agreement, unless specified otherwise, shall have the meanings given them in the General Conditions (Section 00 72 13).

7.02 Amendments

This Agreement may not be amended except by way of a written instrument which expressly references and identifies this Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by City and Contractor. Contractor acknowledges that no such amendment shall be effective until approved and authorized by the City.

7.03 City Council Action Required

It is agreed by the parties hereto that the acceptance of the Contractor's performance will be made only by an affirmative action by the City's City Council in session, evidenced by resolution, and upon the filing by the Contractor of a Release of all Claims of every nature on account of the Work done under this Agreement, together with an affidavit that all Claims have been fully paid. The acceptance by the Contractor of said final payment

shall constitute a waiver of all Claims against the City arising out of or in connection with this Agreement and Contract Documents.

7.04 Contract Interpretation

Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7.05 Complete Agreement

This Agreement, along with the terms and conditions in the Contract Documents, are the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that the Contract Documents supersede any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is a conflict between this Agreement and any other agreement (written or oral) not specified herein, the terms of this Agreement and Contract Documents shall control in accordance with Article 5.

7.06 MacBride Principles/Peace Charter

City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.

7.07 Assignment

Contractor shall not assign this Agreement or any portion of it to a third party to provide services required by Contractor under this Agreement without the prior written consent of the City, the Director of Water Department or her designee. Any such assignment without City's prior written consent shall give City the right to automatically and immediately terminate this Agreement without penalty.

7.08 Severability

In the event that any term or portion of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term or portion, and the remainder of this Agreement shall remain in full force and effect.

7.09 Governing Law

The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind relating to this Contract shall be filed and heard in a court of competent jurisdiction in the County of Santa Cruz.

7.10 Counterparts

The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile, or copy of a Party's signature shall be accepted and valid as an original.

[SIGNATURES ON FOLLOWING PAGE]

ARTICLE 8— SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

Technical Review By:
By: _____ Date: _____
Heidi Luckenbach, Deputy Water Director/ Engineering Manager

Approved As To Form:
By: _____ Date: _____
Office of the City Attorney

CONSULTANT
By: _____ Date: _____
Printed: _____ Title: _____

CONSULTANT
By: _____ Date: _____
Printed: _____ Title: _____

WATER DEPARTMENT
By: _____ Date: _____
Rosemary Menard, Water Director

CITY OF SANTA CRUZ
By: _____ Date: _____
Matt Huffaker, City Manager

NOTE: *NEED 2 SIGNATURES FROM CORPORATE OFFICERS: 1) PRES/VP; AND 2) SECRETARY/CFO/
TREASURER

1. Check if corporate entity is in good standing on CA Secretary of State website:
https://www.secstates.com/CA_California_Secretary_of_State_Corporation_Search#:~:text=Corporation%20%26%20Business%20Entity%20Search,where%20that%20corporation%20is%20registered.
2. Corporation - Signature of two (2) officers required: 1) Pres/VP; and 2)Secretary/CFO/Treasurer (unless 1 person holds two officer positions in both categories (1) and (2))
3. General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Corp:
See, City's Signature Requirements for corporate entities.

END OF SECTION

SECTION 00 54 63

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETAINAGE**
(Optional, can be submitted by Successful Bidder with Agreement)

This Escrow Agreement is made and entered into by and between the City of Santa Cruz, ("City"), 809 Center Street, Santa Cruz CA 95060; and _____ ("Contractor"), _____; and _____, hereinafter called "Escrow Agent", whose address is _____.

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to §22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for: Aquifer Storage and Recovery Beltz 9 Pilot Test Site Preparation and Monitoring Well in the amount of _____ (\$ _____), dated: _____, 20____, (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City will make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent will notify the City within ten (10) days of the deposit. The market value of the securities at the time of the substitution will be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and the Contractor. Securities will be held in the name of the City of Santa Cruz and will designate the Contractor as the beneficial owner.
- (2) The City will make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent will hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties will be equally applicable and binding when the City pays the Escrow Agent directly.
- (4) Contractor will be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms will be determined by the City, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest will be for the sole account of Contractor and will be subject to withdrawal by Contractor at any time, and from time to time, without notice to the City.

- (6) Contractor will have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the City to the Escrow Agent that the City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The City will have a right to draw upon the securities in the event of default be the Contractor. Upon seven (7) days written notice of the default to the Escrow Agent from the City, the Escrow Agent will immediately convert the securities to cash and will distribute the cash as instructed by the City.
- (8) Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent will release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow will be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.
- (9) Escrow Agent will rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the City and Contractor will hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of City:

Water Director

Title

Rosemary Menard

Name

Signature

809 Center Street, Room 102

Santa Cruz, CA 95060

Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF SECTION

SECTION 00 61 13.13
PERFORMANCE BOND

WHEREAS, the City of Santa Cruz, a municipal corporation, in the County of Santa Cruz, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for constructing the work or improvement described in the contract documents entitled:

“Aquifer Storage and Recovery Beltz 9 Pilot Test Site Preparation and Monitoring Well”

adopted by the City Council of the City of Santa Cruz on the _____ day of _____, _____, and,

WHEREAS, said Principal is about to enter into the annexed contract with the City of Santa Cruz:

NOW, THEREFORE, we, the Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of California, as surety, are held and firmly bound unto the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California, in the sum of _____ dollars (\$_____) being not less than one hundred percent (100%) of the estimated contract costs of the work, to be paid to the City of Santa Cruz, for the payment of which sum, well and truly to be paid, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns;

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his/her heirs, executors, administrators, successors, or assigns shall in all things abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as herein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to the true intent and meaning, and shall indemnify and save harmless the City of Santa Cruz, its officers and agents as therein stipulated, that this obligation shall be discharged, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in the amount of dollars _____ dollars (\$_____), being not less than 10 percent of the estimated contract cost, shall remain in force for a period of one (1) year after the completion and acceptance of the said work, during which time if the Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repairs and replacements or totally protect the City of Santa Cruz from loss or damage made evident during said period of one (1) year from the date of official acceptance of said work and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the sum of _____ dollars (\$_____), shall remain in full force and effect, otherwise the obligation shall be discharged.

However, notwithstanding any other provisions of this paragraph, the obligation of the surety hereunder shall continue so long as any obligation of the Principal remains.

The surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications shall in any way effect its obligation on this bond, and it does hereby waive notice of any such changes,

extensions of time, alterations, or additions to the terms of the contract or to the work or to the specifications, and the surety does hereby waive its rights under California Civil Code Section 2819.

IN WITNESS whereof, the parties have executed this instrument under their seals, this ____ day of _____, 20____, by its undersigned representative, pursuant to the authority of its governing body, the day and year first hereinabove written.

PRINCIPAL

SURETY

CITY ATTORNEY
Approved as to Form

END OF SECTION

SECTION 00 61 13.16

PAYMENT BOND

WHEREAS, the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for constructing the work or improvement described in the contract documents entitled:

“Aquifer Storage and Recovery Beltz 9 Pilot Test Site Preparation and Monitoring Well” adopted by the City Council of the City of Santa Cruz on the _____ day of _____, _____, and,

WHEREAS, said Principal is required under the terms of said contract to furnish a Labor and Material Bond, the surety of this bond will pay the same to the extent hereinafter set forth; and

WHEREAS, the said Principal is about to enter into the annexed contract with the City of Santa Cruz to complete the work or improvement referred to above for the City of Santa Cruz, County of Santa Cruz, State of California, all as more particularly and in detail as shown upon the Standard Specifications and Bid Documents filed in the Office of the City Clerk of the City of Santa Cruz;

NOW, THEREFORE, we the Principal, and _____ a corporation organized and existing under and by virtue of the laws of the State of California, as surety, are held and firmly bound unto the City of Santa Cruz in the sum of _____ dollars (\$_____) such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City of Santa Cruz, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assign jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, vendor supplies, or equipment as provided in the contract documents, upon, for, or about the performance of the work contracted to be done, or for any work or waiver thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or fails to pay any of the persons authorized under Civil Code Section 9100 to assert a claim against a payment bond, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal or his/her subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the principal and all subcontractors with respect to such work and labor that the surety or sureties will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, will pay, in addition to the face amount hereof, a reasonable attorney's fee, to be fixed by the Court.

The condition of this obligation is such that its terms inure to the benefit of any of the persons and entities authorized in Civil Code Section 9100 to assert a claim against a payment bond so as to give a right of action to such persons or entities or their assigns in any suit brought upon or action to enforce liability on the bond.

The surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder shall in any manner affect its obligation upon this bond, and it does hereby explicitly waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, and further explicitly hereby waives its rights under Civil Code Section 2819.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this ____ day of _____, 20__, and duly signed by its undersigned representation, pursuant to authority of its governing body.

PRINCIPAL

SURETY

CITY ATTORNEY
Approved as to Form

END OF SECTION

SECTION 00 62 91

**DIVISION OF APPRENTICESHIP STANDARDS FORM –
DAS FORM 140**

(To be submitted by Successful Bidder with Agreement)

Form Follows

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. **If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade.** You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature

Date

Typed Name

Title

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

Explanation to box 1 - 3 on form DAS 140

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

END OF SECTION

SECTION 00 62 92

REQUEST FOR DISPATCH OF AN APPRENTICE

(Do not send this form to DAS)

Form follows



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyworkers work, you must request and employ apprentices in no less than 8 hour increments.**

List one occupation/craft per form

Date: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax No. _____

PWC Registration Number: _____

Tel. No. _____ Fax No. _____

Project Information: PWC Project Number _____ Contract Number _____

Total Contract Amount. _____ Sub-Contract Amount _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or

visit <https://www.dir.ca.gov/das/PublicWorksForms.htm>

DAS 142 (Revised 10/18)

END OF SECTION

SECTION 00 72 13
GENERAL CONDITIONS

TABLE OF CONTENTS FOR GENERAL CONDITIONS

ARTICLE 1— Definitions and Terminology 5

1.01 Defined Terms 5

1.02 Terminology 10

ARTICLE 2— Preliminary Matters 12

2.01 Delivery of Bonds and Insurance 12

2.02 Copies of Documents 12

2.03 Before Starting Construction 12

2.04 Preconstruction Conference; Designation of Authorized Representatives 12

2.05 Acceptance of Schedules 13

2.06 Electronic Transmittals 13

ARTICLE 3— Contract Documents: Intent, Requirements, Reuse 13

3.01 Intent 13

3.02 Reference Standards 14

3.03 Reporting and Resolving Discrepancies 14

3.04 Requirements of the Contract Documents 15

3.05 Reuse of Documents 16

ARTICLE 4— Commencement and Progress of the Work 16

4.01 Commencement of Contract Times 16

4.02 Starting the Work 16

4.03 Reference Points 17

4.04 Progress Schedule 17

4.05 Delays in Contractor’s Progress 17

4.06 Notice of Delays 20

ARTICLE 5— Site conditions; Hazardous Environmental Conditions 21

5.01 Availability of Lands 21

5.02 Use of Site and Other Areas 21

appl

5.04 Differing Subsurface or Physical Conditions 23

5.05 Underground Facilities 24

5.06 Hazardous Environmental Conditions at Site 25

ARTICLE 6— Bonds and Insurance 27

6.01	Performance, Payment, and Other Bonds.....	27
6.02	Insurance—General Provisions.....	29
6.03	Contractor’s Insurance	29
6.04	Property Insurance.....	29
6.05	Losses; Subrogation	29
6.06	Receipt and Application of Property Insurance Proceeds	29
	ARTICLE 7— Contractor’s Responsibilities	30
7.01	Contractor’s Means and Methods of Construction.....	30
7.02	Supervision and Superintendence.....	30
7.03	Labor; Working Hours	31
7.04	Services, Materials, and Equipment	32
7.05	“Or-Equals”	33
7.06	Substitutes	34
7.07	Concerning Subcontractors Suppliers, and Others Performing Work.....	36
7.08	Patent Fees and Royalties.....	37
7.09	Permits.....	38
7.10	Taxes	38
7.11	Laws and Regulations	38
7.12	Record Documents	39
7.13	Safety and Protection.....	39
7.14	Hazard Communication Programs	42
7.15	Emergencies	42
7.16	Submittals.....	42
7.17	Contractor’s General Warranty and Guarantee	45
7.18	Indemnification	46
7.19	Delegation of Professional Design Services.....	47
	ARTICLE 8— Other Work at the Site.....	48
8.01	Other Work.....	48
8.02	Coordination.....	49
8.03	Legal Relationships	49
	ARTICLE 9— City’s Responsibilities.....	50
9.01	Communications to Contractor	50
9.02	Replacement of City’s Consultants	50
9.03	Furnish Data	50
9.04	Pay When Due.....	50
9.05	Lands and Easements; Reports, Tests, and Drawings	50

9.06	Insurance	51
9.07	Change Orders.....	51
9.08	Inspections, Tests, and Approvals.....	51
9.09	Limitations on City’s Responsibilities	51
9.10	Undisclosed Hazardous Environmental Condition	51
9.11	Evidence of Financial Arrangements	51
9.12	Safety Programs	51
ARTICLE 10—City’s consultants During Construction		51
10.01	City’s Representatives.....	51
10.02	Program Manager.....	52
10.03	Construction Manager	52
10.04	Engineer	55
10.05	Limitations on City’s Consultants’ Authority	56
10.06	Compliance with Safety Program.....	57
ARTICLE 11—Changes to the Contract		57
11.01	Amending and Supplementing the Contract.....	57
11.02	Change Orders.....	57
11.03	Work Change Directives	58
11.04	Field Orders.....	58
11.05	City-Authorized Changes in the Work.....	58
11.06	Unauthorized Changes in the Work	59
11.07	Change of Contract Price	59
11.08	Change of Contract Times.....	60
11.09	Change Proposals	60
11.10	Notification to Surety and Insurance Carrier.....	62
ARTICLE 12—Initial Claims for Contract Disputes.....		62
12.01	Claims Under the Public Contract Code	62
12.02	Prerequisite to Legal Action	62
12.03	Claim Submittal	62
12.04	City's Response	64
12.05	Meet and Confer	64
12.06	Mediation	64
12.07	Claims for \$375,000 or Less	65
ARTICLE 13—Cost of the Work; Allowances; Unit price work..		Error! Bookmark not defined.
13.01	Cost of the Work or “Force Account Work”.....	65
13.02	Allowances.....	71

13.03	Unit Price Work.....	71
ARTICLE 14—Tests and Inspections; Correction, Removal or Acceptance of Defective Work		72
14.01	Quality Control	72
14.02	Access to Work	72
14.03	Tests, Inspections, and Approvals.....	72
14.04	Defective Work	73
14.05	Acceptance of Defective Work	73
14.06	Uncovering Work.....	73
14.07	City May Stop the Work	74
14.08	City May Correct Defective Work	74
ARTICLE 15—Payments to Contractor; Set-Offs; Completion; Correction Period.....		75
15.01	Progress Payments.....	75
15.02	Contractor’s Warranty of Title	79
15.03	Substantial Completion	79
15.04	Partial Use or Occupancy.....	81
15.05	Final Inspection	81
15.06	Final Payment.....	82
15.07	Waiver of Claims.....	83
15.08	Correction Period	84
ARTICLE 16—Suspension of Work and Termination.....		85
16.01	City May Suspend Work	85
16.02	City May Terminate for Cause.....	85
16.03	City May Terminate for Convenience.....	86
16.04	Contractor May Stop Work or Terminate	87
ARTICLE 17—Final Resolution of Disputes		87
17.01	Methods and Procedures	87
17.02	Arbitration	88
17.03	Government Code Claim	88
17.04	Legal Action	88
17.05	Duty to Continue Performance	88
ARTICLE 18—Miscellaneous.....		89
18.01	Giving Notice	89
18.02	Computation of Times.....	89
18.03	Cumulative Remedies.....	89
18.04	Limitation of Damages.....	89
18.05	No Waiver	89

18.06	Survival of Obligations	89
18.07	Controlling Law	90
18.08	Assignment of Contract.....	90
18.09	Successors and Assigns.....	90
18.10	Publicity and Publications.....	90
18.11	City’s Right to Access Contractor’s Records.....	90
18.12	Headings.....	90
ARTICLE 19—Statutory provisions.....		91
19.01	Compliance.....	91
19.02	Labor Discrimination	91
19.03	Local Hiring	91
19.04	Department of Industrial Relations Requirements	91
19.05	DIR Registration.....	92
19.06	Prevailing Wages.....	93
19.07	Payroll Records	93
19.08	Apprenticeship.....	93
19.09	Assignment of Unfair Business Practice Claims.....	94

ARTICLE 1— DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term’s singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms
 - 1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 - 2. Agreement—The written instrument, executed by City and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties, and designates the specific documents that are Contract Documents.
 - 3. Allowance— Is for materials or work that is known to definitely be required, but which cannot be specified with adequate detail. Such materials or work are describable in general terms and their cost can be estimated. Each Allowance requires the City approval and authorization prior to any progress payments for the Allowance.
 - 4. Application for Payment—The document prepared by Contractor, in a form acceptable to City, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. Bid—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. Bidder—An individual or entity that submits a Bid to City.
7. Bidding Documents—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
8. Bidding Requirements—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
9. Change Order—A document which is signed by Contractor and City and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
10. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Construction Manager concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents.
11. City—The City of Santa Cruz, California, which is the entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The terms “City” and “Owner” have the same meaning. The term “City Council” means the duly elected governing board of the City.
12. City Representative-The Program Manager, Construction Manager or Engineer acting on behalf of the City during the construction period with duties, responsibilities and limitations of authority as set forth in the Agreement and Contract Documents.
13. Claim - Any request by Contractor, duly submitted in compliance with the requirements set forth in Article 12 and Article 17, seeking an adjustment of Contract Price and/or Contract Times; or seeking other relief related to the Project
14. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
15. Construction Manager (CM)— The individual or entity so designated in the Agreement and with the roles and responsibilities as set forth in Article 10 of these General Conditions.
16. Contingency— Is for the sole use of City to cover unanticipated costs for specific items of Work not completely defined in the Contract Documents. Use of Contingency requires the City approval and authorization prior to any progress payments for the additional work.
17. Contract—The entire and integrated written contract between City and Contractor concerning the Work.

18. Contract Documents—Those items so designated in the Agreement, and as modified by Change Order, including but not limited to Drawings and Specifications, and which together comprise the Contract.
19. Contract Price—The money that City has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
20. Contract Times—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
21. Contractor—The party that has entered into a contract with the City for performance of the Work provided for in the Contract Documents.
22. Cost of the Work—As defined in Article 13.
23. Director—The Water Department Director for the City of Santa Cruz, acting either directly or through properly authorized agents acting within the scope of the particular duties delegated to them, including those designated as the City’s Representative.
24. Deputy Water Director—Engineering Manager for City of Santa Cruz Water Department.
25. Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
26. Effective Date of the Contract—The date, indicated in the Agreement, on which the Contract becomes effective.
27. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
28. Electronic Means—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
29. Engineer—The individual or entity named as such in the Agreement.
30. Field Order—A written order issued by Construction Manager which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
31. Final Completion—The time at which the entire Work is complete, including completion and acceptance of all punch list corrections, as deemed by the City.
32. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and

- contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
- b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- 33. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 - 34. Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
 - 35. Milestone—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
 - 36. Notice of Award—The written notice by City to a Bidder of City’s acceptance of the Bid.
 - 37. Notice of Completion - A document executed by the Director, as authorized by the City Council, and filed with the County Recorder, signifying the date that the entire Work has been completed and accepted by the City.
 - 38. Notice to Proceed—A written notice by City to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
 - 39. Program Manager—The entity so designated in the Agreement.
 - 40. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
 - 41. Project—The total undertaking to be accomplished for City by engineers, contractors, and others, including planning, study, design, construction, materials, equipment, testing, commissioning, and start-up, and of which the Work to be performed.
 - 42. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
 - 43. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Construction Manager’s and Engineer’s review of the Submittals.
 - 44. Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
 - 45. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

46. Site—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by City which are designated for the use of Contractor.
47. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
48. State Specifications— Current edition of the California Department of Transportation (Caltrans) Construction Contract Standards. Where the terms “State” or the “Engineer” are used within the State Specifications, they shall be considered as meaning the “City” or “Director” as defined in these General Conditions.
49. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work. Trucking firms, testing laboratories, and consultants, whether employed by Contractor or any Subcontractor, are considered Subcontractors.
50. Submittal—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Construction Manager or Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; City-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Construction Manager or Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
51. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the City, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
52. Successful Bidder—The Bidder to which the City makes an award of the Contract.
53. Supplementary Conditions—The terms and conditions that amend or supplement these General Conditions.
54. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor. Firms that rent construction equipment or machinery used in the Work are considered Suppliers when such rental firm does not operate the equipment or machinery for performance of the Work.
55. Technical Data

- a. Those items expressly identified as Technical Data in the Instructions to Bidders, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
56. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
57. Unit Price Work—Work to be paid for on the basis of unit prices.
58. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
59. Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by City and recommended by Construction Manager, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

- B. Intent of Certain Terms or Adjectives: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by City, Engineer or Construction Manager. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Construction Manager any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. Day: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective Work: The term “Defective Work,” refers to Work that is unsatisfactory, faulty, omitted, incomplete, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. Furnish, Install, Perform, Provide
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2— PRELIMINARY MATTERS

2.01 Delivery of Bonds and Insurance

- A. Performance, Payment, Other Bonds: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City the performance bond, payment bond, and other bonds (as applicable) on forms provided by the City..
- B. Evidence of Contractor’s Insurance: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6 of the General Conditions (as may be modified by the Supplementary Conditions).

2.02 Copies of Documents

- A. City (or Construction Manager, acting on behalf of City) shall furnish to Contractor one printed copy of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional paper copies will be furnished upon request at the City’s cost of reproduction.
- B. City shall maintain and safeguard an official version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals, according to the City’s record retention policies.

2.03 Before Starting Construction

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Construction Manager for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by City, Construction Manager, Engineer, Contractor, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference, City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Construction Manager, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Construction Manager.
 - 1. The Progress Schedule will be acceptable to Construction Manager if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose responsibility on Construction Manager for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Construction Manager and Engineer if it provides a workable arrangement for reviewing and processing the required Submittals. Schedule of Submittals will be jointly accepted by both Construction Manager and Engineer.
 - 3. Contractor's Schedule of Values will be acceptable to Construction Manager as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the City, Construction Manager, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then City, Construction Manager, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3— CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. Any part of the Work not mentioned or expressly addressed in the Contract Documents but is reasonably inferable or ordinarily implied by the Contract Documents shall be provide by Contractor as if fully described and set forth in the Contract Documents.
- C. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

- D. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- E. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- F. Engineer or Construction Manager will issue clarifications and interpretations of the Contract Documents as provided in the General Conditions and elsewhere in the Contract Documents.
- G. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- H. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between City, Construction Manager, or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of City, Construction Manager, or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of City, Contractor, Construction Manager, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to City, Construction Manager, or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. Reporting Discrepancies
 - 1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and

check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Construction Manager any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Article 11.

2. Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Construction Manager in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Article 11.
3. Contractor shall not be liable to City or Construction Manager for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and City shall submit to the Construction Manager in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Construction Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
 1. Such matters are subject to the order of precedence of the Contract Documents set forth in Article 5 the Agreement.
 2. Engineer will be the interpreter of the requirements of the Drawings, Specifications (including applicable standard specifications, if any, such as State Specifications, as applicable) of Divisions 02-49 ("Technical Specifications"), and engineering and technical matters of the Contract Documents related to the Project design, and will respond to RFIs regarding the Project's design and engineering and technical matters.

3. Construction Manager will be the interpreter of the Contract Documents regarding administrative and procedural requirements, including the documents in Division 00 (“Bidding and Contracting Requirements”) and the Division 01 General Specifications.
 4. Engineer and Construction Manager will jointly confer with each other concerning matters related to the acceptability of the Work and either Construction Manager or Engineer will render the necessary interpretation or clarification.
- B. Construction Manager and Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Written clarification, interpretation, or decision by Engineer and Construction Manager will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on City, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Construction Manager and Engineer will promptly jointly notify City, and Contractor in writing that Construction Manager and Engineer are unable to provide a decision or interpretation. If City and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without City’s express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4— COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times

- A. The Contract Times will commence to begin fourteen (14) calendar days following the date of the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

- B. Not less than 24 hours prior to starting Work at the Site, Contractor shall furnish notice to Construction Manager and City of Contractor's intent to start the Work at the Site.

4.03 Reference Points

- A. City shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of City. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Construction Manager for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with City. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If City, Construction Manager, Engineer, or anyone for whom City is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price and Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. Uncontrollable Delays: If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of City, Contractor, and those for which they are responsible, then Contractor may be entitled to an equitable adjustment in Contract Times. An adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Force Majeure Events:

- a. Acts of god, severe and unavoidable natural catastrophes such as fires, floods, epidemics, pandemic, tidal waves, and earthquakes;
 - b. Abnormal weather conditions;
 - c. Acts or failures to act of third-party utility owners or other third-party entities not under the reasonable control of either City or Contractor (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - d. Acts of war or terrorism.
 - e. Labor strikes, labor disputes, freight embargoes, and shortages of materials beyond the reasonable control of Suppliers and others for whom Contractor is responsible.
2. Such delays must be not less than five hours' duration per day to qualify under this provision.
 3. Further Conditions on Certain Force Majeure Delays:
 - a. Material Shortages: Upon Contractor's submittal of satisfactory proof to Construction Manager, shortages of materials may be grounds for an extension of the Contract Times. Such documentation must demonstrate that Contractor has made every effort to obtain such materials from all known Suppliers within reasonable reach of the Site. Only the physical shortage of materials, caused by unusual circumstances, will be grounds for an extension of the Contract Times. No consideration will be given to any Change Proposal or Claim that materials could not be obtained at a reasonable, practical, or economical cost, unless it is demonstrated to Construction Manager's and City's satisfaction that such materials could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. An extension of the Contract Times for shortage of materials will not be considered for materials ordered or delivered late or whose availability is affected by mishandling of procurement by Contractor, Subcontractor or Supplier. This provision applies equally to equipment to be incorporated into the Work.
 4. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - a. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - b. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - c. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

- d. Contractor shall make all reasonable efforts to remove or eliminate the cause for delay, disruption, interference, or default, and will upon cessation of the cause, Contractor shall diligently pursue performance of its contractual obligations.
5. Weather-Related Delays
- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work on the critical path at the time of the delay.
 - b. The existence of abnormal weather conditions will be determined in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds ½ inch of precipitation.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 32 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 110 degrees Fahrenheit.
 - iii) A high wind warning has been issued.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the National Weather Service and weather monitoring station nearest to the Project site.
 - 3) The time allowance of work is based upon the inclusion of 10 bad weather days A bad weather day will not be considered as working days, unless construction work is performed despite the weather.
 - 4) The Contractor shall base the construction schedule upon the inclusion of the number of days of bad weather days specified in this Section. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.
 - 5) The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.
 - 6) The Contractor shall assume responsibility for monitoring the National Weather Service weather forecast on a daily basis during the Project and notify the City when a bad weather day is predicted to occur. Notification

of a bad weather day shall be given the day prior, or the day of occurrence, whichever is earlier. Notification shall be given via e-mail or other written means.

- D. Each Contractor's request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 - 1. The circumstances that form the basis for the requested adjustment;
 - 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 - 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 - 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as City or Construction Manager may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- E. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- F. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- G. Failure to comply with the requirements of this Article 4 shall result in Contractor waiving any right to adjustments to Contract Price or Contract Times.

4.06 Notice of Delays

- A. When Contractor foresees or is aware of a delay in the prosecution of the Work:
 - 1. When the delay entitles Contractor to a change in the Contract Times, submit Change Proposal therefor in accordance with Article 11 of these General Conditions, within the time limits set forth in Paragraph 11.09.
 - 2. When the delay does not entitle the Contractor to a change in the Contract Times, give Construction Manager and Engineer prompt notice thereof. Contractor is responsible for preparation of recovery schedules and for all costs associated with making up the lost time and consequences of failing to comply with the Contract Times.

ARTICLE 5— SITE CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. City shall provide the lands, rights-of-way, and easements upon which the Work is to be provided, and such other lands as may be designated on the Drawings for Contractor's use. Contractor shall confine its operations to within these limits.
- B. Contractor shall provide for all additional lands and access thereto that may be required for temporary facilities or storage of materials and equipment.
- C. Right-of-Ways Delays
 - 1. If performance of the Work is delayed because of City's failure to acquire or provide lands for the Work, an extension of the Contract Times will be provide pursuant to provisions of Article 11 of the General Conditions and other provisions of the Contract Documents. Such change of the Contract Times is conditioned that such delay adversely affects Contractor's ability to comply with the Contract Times.

5.02 Use of Site and Other Areas

- A. Limitations on Use of Site and Adjacent Areas
 - 1. No material or equipment shall be stored where it will interfere with the safe passage of public traffic or the traffic of City and entities retained by City, and at the end of each day's work and at other times when construction operations are suspended for any reason, Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic, the City, and entities retained by the City. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
 - 2. Obstruction along the line of the Work, such as mailboxes or newspaper boxes, posts, fences, culverts, improvements, and similar types of site improvements, which interferes with the Contractor's operation shall be carefully removed and replaced by Contractor as soon as possible in a condition equal to preconstruction conditions or better. Trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and other improvements and facilities adjacent to the Work shall be protected from injury or damage.
 - 3. If such objects are injured or damaged by reason of Contractor's operations they shall be replaced or restored at Contractor's expense. The facilities shall be replaced or restored in accordance with the Contract Documents; if not expressly addressed in the Contract Documents, restore to preconstruction condition. When it becomes necessary for Contractor to remove an existing fence as an obstruction to the Work, Contractor shall provide the necessary temporary fencing to be functionally as effective as the original for protection of livestock, equipment, or property.
 - 4. Only those trees specifically designated for removal on the Drawings or as otherwise indicated in the Contract Documents for removal shall be removed except with specific approval of the Director. Tree branches that extend over the Work and must be removed, shall be cut off at the bole in a competent manner. Contractor shall then remove other branches so that the tree will present a balanced appearance. Scars resulting from the removal of branches shall be treated with a heavy coat of an approved tree seal. The Director may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility.

5. Cost of such repairs shall be borne by Contractor and may be deducted (as a set-off) from payments due or Contractor under the Contract.
 6. No direct payment will be made by reason of the provisions of this article and all costs in connection therewith shall be included in the Contract Prices.
 7. Contractor, employee, and agents, shall at all times observe and comply with all conditions imposed by any instrument granting the right to enter upon property for the purpose of performing the Work, including, but not limited to, all conditions relative to the prevention and suppression of fires.
- B. Rights in Land and Use of Property: Nothing in the Contract allows Contractor to make arrangements with any person for occupancy or use of any land, structure, or building at the Site for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any owner, former owner, or tenant of such land, structure or building. Contractor shall not use the Site for any purpose other than performance of the Work.
- C. Trespass: Contractor shall be responsible for damage and injury caused on property by trespass by Contractor, or anyone for whom Contractor is responsible during the Work, whether such trespass was committed with or without the consent or knowledge of Contractor.
- D. Removal of Debris During Performance of the Work
1. During the progress of the Work, Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- E. Cleaning
1. Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by City. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- F. Loading of Structures:
1. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. Reliance by Contractor on Technical Data: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Instructions to Bidders with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.50.b.
- B. Limitations of Other Data and Documents: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against City, Program Manager, Construction Manager, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

A. Pursuant to California Public Contract Code Section 7104, when the Work involves other excavations below the ground surface:

1. Contractor shall promptly, and before the following conditions are disturbed, notify Construction Manager and Engineer in writing of any:
 - a. Material that Contractor believes may constitute a Hazardous Environmental Condition, as defined in Paragraph 1.01.A of these General Conditions and as set forth in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with Laws and Regulations;
 - b. Subsurface or latent physical conditions at the Site differing from those indicated in the Contract Documents (Type I Differing Site Condition); and
 - c. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract (Type II Differing Site Condition).
2. Contractor's written notice shall inform Engineer and Construction Manager of how such conditions affect its work and, where appropriate, shall indicate recommended methods to overcome such conditions.

B. Differing site conditions do not include:

1. All that is indicated or reasonably interpreted from the Contract Documents or reference documents;
2. All that could be reasonably visually observed at the Site;
3. Conditions that are materially similar to or characteristically the same as those indicated or described in the Contract Documents or reference documents; and
4. Conditions where the location of a component of the Work is in the proximity where indicated in or reasonably interpreted from the Contract Documents or reference documents.

C. Engineer and Construction Manager will promptly investigate the conditions identified and described in Contractor's written notice, and if Engineer and Construction Manager determine that the conditions differ materially so, or do involve a Hazardous Environmental Condition, and will result in a change in the Contract Price or Contract

Times, the City, Construction Manager, and Engineer will issue a Work Change Directive or proposal request (to be followed by Contractor's Change Proposal and eventually a Change Order), in accordance with the Contract Documents.

- D. When a disagreement arises between City with its consultants and the Contractor, regarding whether the conditions materially differ, or involve a Hazardous Environmental Condition, or cause a change in the Contract Price or Contract Times, Contractor will not be excused from compliance with the Contract Times and shall proceed with all Work. Contractor retains any and all rights provided either by Contract or by Laws and Regulations which pertain to the resolution of disagreements between the parties.
- E. If Contractor discovers archaeological or historical resources during construction, the work in the affected area shall immediately cease and Contractor shall immediately notify Construction Manager (not later than 24 hours after discovery). City will have ownership of archaeological and historical resources discovered or revealed by Contractor.

5.05 Underground Facilities

- A. In general, location of existing Underground Facilities shown on the Drawings are approximate. Such information was obtained from utility owners' maps and City does not guarantee either the correctness of locations or the extent of such location. Minor lines such as service laterals to buildings or structures are general not shown on the Drawings. Contractor is responsible for ascertaining exact location of Underground Facilities within the Contract Price and Contract Times.
- B. Unless otherwise allowed in the Contract Documents or by express permission from utility owner, Contractor shall not interrupt or stop utility services provided via Underground Facilities. Where interruption of services is allowed or required, Contractor shall provide disconnection and reconnection of the associated utility or service within the Contract Price and Contract Times, regardless of whether by Contractor's or Subcontractor's workers or by utility owner.
- C. In accordance with California Government Code Section 4215, City has responsibility for the timely removal, relocation or protection of existing main or trunk line Underground Facilities located at the Site, if such Underground facilities are not shown or indicated on the Drawings or elsewhere in the Contract Documents. City will compensate Contractor for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating existing Underground Facilities at the Site and not shown or indicated with reasonable accuracy on the Drawings or other Contract Documents. City will also compensate Contractor for cost of equipment at the Site necessarily idled during such delay in the Work associated unanticipated Underground Facilities. In the event of such delay, Contractor will be eligible for a change in the Contract Price and the Contract Times; a change in the Contract Times is conditioned on the delay adversely affecting Contractor's ability to comply with the Contract Times.
- D. Nothing in this provision or elsewhere in the Contract Documents will require City to indicate the presence of existing Underground Facilities whenever the presence of such Underground Facilities at the Site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Site; provided, however, that nothing in this provision or the Contract Documents shall relieve City from identifying Underground Facilities on the Drawings or elsewhere in the Contract Documents.

- E. Nothing in this provision or the Contract Documents precludes City from pursuing any appropriate remedy against utility owners for delays which are the responsibility of the utility owner.
- F. Nothing in this provision or elsewhere in the Contract Documents will relieve utility owner from any obligation required either by Laws or Regulations or by contract to pay the cost of removal or relocation of existing Underground Facilities or utility facilities visible aboveground.
- G. If, while performing the Work, Contractor discovers Underground Facilities not shown or indicated on the Drawings or elsewhere in the Contract Documents, Contractor must immediately notify City and utility owner in writing, with a copy of such notice submitted to Construction Manager and Engineer.
- H. Either City or utility owner, whichever owns existing Underground Facilities located at the Site, shall have sole discretion to effect repairs or relocation work or to permit Contractor to perform such repairs or relocation work at a reasonable price.
- I. Contractor shall work around public Underground Facilities that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and Contractor will be held liable to the owner of such Underground Facilities for damage or interference with service resulting from Contractor's operations.
- J. Exact locations of Underground Facilities within the construction area shall be ascertained by Contractor before using equipment or methods that may damage or interfere with service resulting from Contractor's operations. Contractor is responsible for notifying owners of Underground Facilities that Contractor is working in the vicinity of such Underground Facilities.
- K. City or others may be engaged in moving or reconstructing Underground Facilities or maintaining service of Underground Facilities, and Contractor shall cooperate with such entities and conduct Contractor's operation in such a manner as to avoid unnecessary delay or hindrance to the work being performed by such other entities.
- L. City owns, operates, and maintains its own water distribution and wastewater collection systems and will cooperate with Contractor insofar as it is reasonable and practicable.
Full compensation for conforming to the requirements of this article, not otherwise provided for, shall be considered as included in the Contract Price for the various contract items of Work.

5.06 Hazardous Environmental Conditions at Site

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. those reports known to City relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 - 2. drawings known to City relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 - 3. Technical Data contained in such reports and drawings.
- B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Instruction to Bidders with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.50.b. Except for such

- reliance on Technical Data, Contractor may not rely upon or make any claim against city, Program Manager, Construction manager, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify City, Construction Manager, and Engineer (and promptly thereafter confirm such notice in writing). City shall promptly consult with Construction Manager and Engineer concerning the necessity for City to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Construction Manager and Engineer, City shall take such actions as are necessary to permit City to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then City may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after City has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If City and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of City's written notice regarding the resumption of Work, Contractor

may submit a Change Proposal, or City may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11 of these General Conditions. City may have such deleted portion of the Work performed by City's own forces or others in accordance with Article 8 of these General Conditions.
- I. To the fullest extent permitted by Laws and Regulations, City shall indemnify and hold harmless Contractor, Subcontractors, Program Manager, Construction Manager, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates City to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless City, Program Manager, Construction Manager, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 of these General Conditions do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6— BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Surety Qualifications

- 1. Performance bond, payment bond, and any other bonds required by the Contract Documents shall be issued by a surety on the forms bound in the Contract Documents. Bonds shall serve as security for the faithful performance and payment of all of Contractor's obligations under the Contract and are required to be satisfactory to the City. Contractor shall pay all bond premiums and costs. Surety

shall be authorized to issue surety bonds in the State of California. Bonds shall be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, US Department of the Treasury. Each bond must be signed by both the Contractor and surety. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

2. The bonds shall contain a provision that the surety thereon waives the provisions of Section 2819 of the Civil Code of the State of California. Contractor and surety shall warrant to the City that the surety is licensed by the California Secretary of State to conduct business in the State of California and surety shall provide proof of its authorization to conduct business in the State of California.
 3. Surety shall be certified by the Federal Department of the Treasury for \$50 million or higher and shall have an A.M. Best rated A:VII or higher.
- B. Contractor agrees to be responsible for any additional security if required by the City as specified in the Supplementary Conditions.
- C. Payment Bond:
1. The Payment Bond (or “Bond for Labor and Material”) shall be in the amount of 100 percent (100%) of the Contract Price, and shall inure to the benefit of persons performing labor, furnishings materials, or both, in connection with the Work. City shall be the obligee on the Payment Bond.
 2. Payment Bond shall be maintained in full force and effect until all Work is completed and accepted by the City, and until all claims for materials and labor have been paid, whichever is later.
 3. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the Payment Bond. City may furnish copy of the Payment Bond to such entities upon their request to City.
- D. Performance Bond:
1. Performance Bond (or “Bond for Faithful Performance”) shall be in the amount of 100 percent (100%) of the Contract Price, and shall be so conditioned as to ensure the faithful performance by Contractor of all Work in accordance with the Contract Documents. Performance bond shall also ensure the replacing of, or making acceptable, any defective Work.
 2. Performance Bond shall remain in effect for one (1) year (unless otherwise specified in the Supplementary Conditions) after final payment has been accepted by Contractor and until Final Completion, as guaranty for Contractor’s performance of all obligations, including, warranties, guarantees, maintenance, to correct and remedy defective Work, and payment of damages.
- E. Maintenance/Warranty Bond: In lieu of having the Performance Bond remain in effect for one year after final completion and performance of all obligations, including, warranties, guarantees of these General Conditions (as may be modified by the Supplementary Conditions), whichever is later, a maintenance bond (or “warranty bond”)

in the amount of 10 percent of the final Contract Price, may be substituted, if furnished to City in acceptable form after the Work is eligible for final payment and prior to when City issues final payment to Contractor. Unless otherwise specified in the Supplementary Conditions, such maintenance bond shall remain in effect for a period of one year after the date of Final Completion as guaranty for Contractor's obligations including warranties, guarantees, maintenance, and to correct and remedy defective Work. A partial occupancy of a part of the Work consistent with Paragraph 15.04 of these General Conditions may cause the correction period to commence to only that part of the Work which becomes partially occupied or actually used prior to Final Completion.

- F. Replacement of Surety: Should any surety or sureties be deemed unsatisfactory at any time by the City, notice will be given the Contractor and Contractor shall promptly substitute a new surety or sureties satisfactory to the City. No further payment shall be due Contractor under the Contract until the new sureties shall qualify and be accepted by the City and the required bonds are furnished to and accepted by the City.
- G. Changes in the Work or extensions of time made pursuant to the Contract Documents shall in no way release the Contractor or surety from its obligations. Contractor shall have the responsibility to communicate any Contract modifications to surety and to revise the duration and amount of the Performance Bond and Payment as required. All changes in the Contract Price will be deemed to include compensation sufficient for Contractor to revise the Performance Bond and Payment Bond.

6.02 Insurance—General Provisions

- A. Requirements are in the Supplementary Conditions.

6.03 Contractor's Insurance

- A. Requirements are in the Supplementary Conditions.

6.04 Property Insurance

- A. Requirements for builder's risk insurance or an installation floater (when allowed) are in the Supplementary Conditions.

6.05 Losses; Subrogation

- A. Requirements are in the Supplementary Conditions.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 (or the Supplementary Conditions) will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insured, and give notice to such other insured that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insured, or to the named insured that purchased the policy in its own right and as fiduciary for other insured, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7— CONTRACTOR’S RESPONSIBILITIES

7.01 Contractor’s Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not City-delegated professional design services under this Contract, and neither City, Program Manager, Construction Manager, nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.
- C. Contractor shall identify each item of construction equipment and machinery, other than small tools and hand tools, by affixing an identifying number plainly stenciled or stamped on such equipment or machinery at a conspicuous location. Manufacturer, model, and empty gross weight of each item of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on such item. Gross weight shall be either the manufacturer’s rated weight or the scale weight.
- D. Alternative Construction Equipment and Machinery: Where the Contract Documents require use of a certain type of construction equipment or machinery for the Work, and Contractor proposes a substitute or equivalent item, comply with requirements of Paragraphs 7.05 and 7.06 of these General Conditions.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to City and Construction Manager, except under extraordinary circumstances. If the City required prequalification for the Project, Contractor shall assign its prequalification-designated superintendent to the Project.
- C. Contractor shall designate in writing before starting the Work an authorized representative who shall have complete authority to represent and act for Contractor. If the City required prequalification for the Project, Contractor shall assign its prequalification-designated authorized representative to the Project. Where Contractor is a joint venture or otherwise comprised of two or more partners or corporations, Contractor shall designate in writing to City and Construction Manager the name of Contractor’s authorized representative who shall have full authority to direct the Work and to whom communications may be directed by Construction Manager. Contractor’s authorized representative shall be indicated in writing to City and Construction Manager not later than the preconstruction conference required by Paragraph 2.04 of these General

Conditions. Contractor's representative will typically be Contractor's designated project manager. In addition, Contractor shall identify in writing to City and Construction Manager the name of Contractor's designated Site superintendent, who shall be at the Site at all times when work is in progress at the Site.

- D. Contractor is not an agent of the City, nor does Contractor have any direct, contractual relationship with Program Manager, Construction Manager, or Engineer.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to City, Construction manager, and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Character of Workers: If any worker at the Site, whether employed by Contractor or Subcontractor, fails or refuse to carry out the directions of the Director or appears to the Director to be incompetent or to act in a disorderly or improper manner, the worker shall be removed from the Site immediately on the request of the Director, and such persons shall not again be employed on the Work. Nothing in this provision gives rise to any duty or obligation on the part of City, Construction Manager, or Engineer to monitor the work or competency of Contractor's workers at the Site.
- D. Hours of Labor: Eight hours of labor constitutes a day's work. Contractor shall forfeit as a penalty to City up to \$25 for each worker employed on the Work for each day during which such worker is required or permitted to labor more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 to 1815, inclusive, except as provided for under Labor Code Section 1815.
- E. Working Hours: Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Supplementary Conditions, all Work at the Site will be performed during regular working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. Contractor will not perform Work between the hours of 5:00 p.m. and 8:00 a.m. nor on a Saturday, Sunday, or any legal or City-observed holiday, except with the City's prior written consent (which will not be unreasonably withheld), or except in case of an emergency. The Contractor shall request the City's consent at least 48 hours and specify the location, duration, and type of work proposed to be performed outside of normal construction working hours or on a Saturday, Sunday, or legal or City-observed holiday. Any construction work done without such notice and without the City's prior written consent may be subject to inspection, required to be removed, or replaced at the Contractor's sole expense.
- F. Legal Holidays recognized by applicable collective bargaining agreements as requiring holiday pay may not be considered working days if no construction work is performed.
- G. City observed holidays are not working days and no construction work shall be performed on such days. Holidays that occur on a weekend will be observed on a weekday. City-observed holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

- H. Contractor shall minimize any noise generated during working hours; and maintain compliance with the City's noise ordinance, Santa Cruz Municipal Code (SCMC) sections 4.14.070 and 9.36.010 or Santa Cruz County Code (SCCC) sections 8.30.010 and 1.13.070. Violations of the SCMC or SCCC can result in administrative or criminal citations, and financial penalties.
- I. No noise generating activities, including but not limited to running or maintaining diesel equipment, sawcutting, jackhammering, idling vehicles, back-up alerts shall be done between the hours of 6:00 p.m. and 8:00 a.m.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, startup, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
 - 1. Water, as required for City projects, may be obtained at City-owned hydrants provided that application is made to the City Water Department and permission obtained with provision for payment.
 - 2. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of City. If required by Engineer or Construction Manager, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- B. In general, materials and equipment indicated in the Contract Documents without definition of quality shall be consistent with the quality of adjacent or related materials, and equipment.
- C. Any method of installation, finish, or workmanship required by the Contract Documents without definition or standard shall be provided consistent with adjacent or related construction.
- D. Necessary material, equipment, or activity not called for, but reasonably implied as necessary for proper completion of the Work shall be provided consistent with adjacent or related materials and equipment in accordance with good practice.
- E. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- F. City's Property Rights in Materials and Equipment
 - 1. Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been installed into the permanent construction, or after payment has been made for 80 percent of the value of materials or equipment (as applicable) delivered to the Site, whether or not they have been installed. All such materials and equipment shall become City's property upon being so installed upon payment of such 80 percent of the value of said materials or equipment (as applicable) delivered to the Site or otherwise paid for by City.

2. City's ownership does not mitigate or reduce Contractor's responsibility for protection of materials and equipment and adjoining property, as set forth in the Contract Documents.

G. Ownership of Materials Removed from Work Areas

1. Title to water and to the right to the use of all water, to all soil, stone, gravel, sand, minerals, and all other materials developed or obtained in the excavation or other operations by Contractor and the right to use or dispose of the same, are hereby expressly reserved in the City and neither Contractor, nor any Subcontractor or any worker shall have any right, title, or interest in or to any part thereof; neither shall they assert or make any claim thereto. Contractor may be allowed to use in the Work without charge any such materials which meet the requirements of the Contract Documents.

7.05 "Or-Equals"

- A. Contractor's Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or-equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to City.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the City or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Where the Contract Documents require use of specific procedures or methods, Contractor may propose, in accordance with this Paragraph 7.05 and associated provisions of the Contract Documents, use of an equivalent procedure or method on the same basis as for “or-equal” items of materials and equipment.
 3. Submit requests for approval of a proposed “or-equal” to Engineer, with concurrent copy to Construction Manager.
- B. Contractor’s Expense: Contractor shall provide all data in support of any proposed “or-equal” at Contractor’s expense.
- C. Engineer’s Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item, procedure, or method is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination. Engineer’s decision on the proposed “or-equal” will be in writing and copied to Construction Manager.
- D. Effect of Engineer’s Determination: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. Treatment as a Substitution Request: If Engineer determines that an item of equipment or material, or a procedure or method required by the Contract, proposed by Contractor does not qualify as an “or-equal”, Contractor may request that Engineer consider the proposal a proposed substitute pursuant to Paragraph 7.06 of the General Conditions and related provisions of the Specifications.
- F. Pursuant to California Public Contract Code, Section 3400 et seq., Contractor has at least 35 days after award of the Contract for submission of complete request for approval of “or-equal” items or procedures.

7.06 Substitutes

- A. Contractor’s Request; Governing Criteria: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. Where the Contract Documents require use of a specific procedure or method, Contractor may also request Engineer’s approval of a substitute procedure or method; although language of this Paragraph 7.06 is generally regarding substitute materials and equipment, similar requirements apply to requested substitutes procedures and methods. To the extent possible such requests must be made before commencement of related construction at the Site and is subject to time limitations, if any, for such requests as required by the Contract Documents. Requests for approval of substitutes shall be submitted to Engineer, copied to Construction Manager; Engineer’s response(s) will be to Contractor and copied to Construction Manager.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the proposed substitute item of material or equipment is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not

accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing (with copies to Construction Manager) of any negative determination.
- C. Special Guarantee: City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a

- substitute so proposed or submitted by Contractor, Contractor shall reimburse City for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse City for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with City) resulting from the acceptance of each proposed substitute.
- E. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.
 - G. Pursuant to California Public Contract Code, Section 3400 et seq., Contractor has at least 35 days after award of the Contract for submission of complete request for approval of substitute items or procedures.

7.07 Concerning Subcontractors Suppliers, and Others Performing Work

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to City. Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to City to perform and complete the Work in accordance with the Contract Documents.
 - 1. Where Contractor has indicated in its Bid the identity of certain Subcontractors or Suppliers, Contractor shall retain such Subcontractors and Suppliers for the work, unless certain Subcontractor(s) or Supplier(s) are rejected by City.
- B. Contractor shall submit to the City a list of Subcontractors, Suppliers, or other individuals, or entities who will perform work, labor or render services to the Contractor in excess of one-half of one percent of the Contractor's total Bid together with the portion of the work or services provided which will be done by each such Subcontractor, Supplier, or other individual or entity in accordance with Public Contract Code section 4104.
 - 1. The Contractor shall perform with his/her own organization and with workers under his/her immediate supervision, Work of a value not less than fifty percent (50%) of the value of all Work covered by the Contract, unless otherwise stated in the Supplementary Conditions.
- C. Contractor shall comply with California Public Contract Code Sections 4100 et seq, inclusive, relating to subletting and subcontracting. Any violation of the statute entitles the City at its sole discretion to assess penalties of either 10% of the value of the subcontract at issue on the Contractor, terminate the Contract, and seek other legal penalties.

After the bid is accepted, Contractor may not substitute a new Subcontractor in place of a Subcontractor listed in the original bid, except with the City's consent and in accordance with the requirements of Public Contract Code Section 4107.
- D. In no case shall the use of Subcontractors or Suppliers in any way alter the position of Contractor or its surety with relation to the requirement to complete the Work in

accordance with the Contract Documents. When a Subcontractor or Supplier is used, the responsibility for every portion of the Work performed by such Subcontractor or Supplier shall still remain with Contractor.

- E. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- F. Subcontracts and purchase orders valued at more than \$25,000 with Subcontractors and Suppliers shall be pursuant to an appropriate contractual agreement with Contractor that includes a provision that Subcontractor and Supplier are bound to Contractor to the same extent that Contractor is bound to City by all applicable terms and conditions of the Contract. No subcontract or purchase order with Subcontractors and/or Suppliers shall bind or purport to bind the City.
- G. On a monthly basis, Contractor shall submit to Construction Manager a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal. The list of Suppliers shall be submitted on a City form furnished through Construction Manager.
- H. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers so that the Work can be completed in an orderly and coordinated manner without delay or unreasonable disruption.
- I. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- J. City may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- K. Contractor shall restrict all Subcontractors and Suppliers from communicating with City, Program Manager, Construction Manager, or Engineer, except through Contractor.
- L. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity, any contractual relationship between City and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of City to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.08 Patent Fees and Royalties

- A. Contractor is responsible for all costs (including, but not limited to, patent fees and royalties) arising from use of, and shall indemnify, defend, hold harmless, and save the City, its officials, officers, employees, agents, and Program Manager, Construction Manager, and Engineer and their respective officers, employees, subcontractors, and consultants, harmless from liability of any nature and kind, including costs and expenses, for or on account of copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, equipment, device, or appliance manufactured, furnished, or used by Contractor in the Work, including their use by City, unless otherwise specifically stipulated in the Contract Documents.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. City will assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). City shall pay all charges of utility owners for connections for providing permanent service to the Work.
- B. Contractor shall comply with all necessary permits, licenses, and certificates of occupancy, and give all notices necessary and incident to the due and lawful prosecution of the Work, except as specifically provided otherwise in the Contract Documents.
- C. Fire Permits: Contractor shall obtain necessary fire permits from the properly constituted authority and comply with Santa Cruz County's and others' Laws and Regulations associated therewith.

7.10 Taxes

- A. The Contract Prices shall include full compensation for all applicable taxes and duties to be paid by Contractor, whether imposed by federal, state, or local governments relating to the Work.

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work, including as specified in Article 19.
 - 1. City and City's Consultants as listed in the Agreement shall have no responsibility for monitoring Contractor's compliance with any Laws or Regulations.
 - 2. Contractor shall promptly self-report violations of Laws and Regulations by Contractor, Subcontractors, Suppliers, or anyone for whom Contractor is responsible, to the appropriate authority or authorities having jurisdiction.
 - 3. Citation in or indication within the Contract Documents of any specific Laws or Regulations does not impart to such Laws or Regulations special significance or priority, nor does such citation in or indication within the Contract Documents of certain Laws and Regulations in any way diminish or reduce Contractor's obligation to comply with all Laws and Regulations. Such obligation shall be absolute regardless of whether certain Laws or Regulations are explicitly cited or indicated in the Contract Documents.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless City, Program Manager, Construction Manager, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03 of these General Conditions.

- C. City or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If City and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or City may initiate a Claim..

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one paper record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Construction Manager and Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Construction Manager

7.13 Safety and Protection

- A. Public Safety; Safety of Personnel at the Site and Adjacent Areas; Protection of Property
 - 1. Except as may be limited by Laws and Regulations, Contractor is solely and completely responsible for conditions of the Site and the Work, including safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. After final payment by City, Contractor's responsibility for safety and protection is in effect at all times when Contractor is onsite to correct or remedy defective Work or honor warranty obligations.
 - 2. For purposes of California Labor Code Section 6400 and related provisions of Laws and Regulations, Contractor and Contractor's privities and other entities engaged in the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of Laws or Regulations with respect to Contractor, Contractor's privities or other entities engaged in the Work.
 - 3. Contractor shall provide and maintain such temporary fences, barriers, lights, bridges, and signs and provide such flaggers and guards as necessary to give adequate warning to the public, City's employees, and other entities retained by City of the construction and of dangerous conditions to be encountered as a result thereof.
 - 4. When Contractor's operations require one-way traffic or creates a condition hazardous to the public traffic, Contractor shall provide and station competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work.
- B. Accident Prevention

1. Contractor shall comply with all pertinent safety Laws and Regulations and orders of the State of California, Department of Industrial Relations, Division of Industrial Safety, and U.S. Department of Labor, OSHA, and all other Laws and Regulations regardless of whether or not expressly indicated in the Contract Documents, and will take or cause to be taken such additional measures as may be necessary for the prevention of accidents.
2. Prior to commencing the Work, Contractor shall: (1) submit in writing the proposals for effectuating Contractor's provisions for accident prevention (to be submitted directly to City), and (2) meet in conference with the Director to discuss and develop mutual understandings relative to administration of an overall safety program, and those elements of Contractor's safety program with which the City and City's consultants are required to comply.
 - a. Do not submit Contractor's accident prevention plan or any Contractor's site-specific health and safety plan (HASP), collectively "Contractor's safety program", Construction Manager or Engineer. Submit such documents directly to City or City's safety consultant (if any), upon request of City or City's safety consultant.
 - b. City may retain the services of City's safety consultant for the Project. No services of City's safety consultant are for benefit of Contractor or any Subcontractor or Supplier; rather, City's safety consultant's service are solely for benefit of City.
 - c. Contractor will give due consideration of comments and suggestions by City, or City's safety consultant, or both, regarding Contractor's safety program and onsite procedures incident thereto.
 - d. Any review and comment by City or City's safety consultant on Contractor's safety program or conditions at the Site shall not, in any way, impose on City or City's safety consultant any obligation to monitor and comment on Contractor's safety programs or procedures incident thereto, nor shall it mitigate or reduce Contractor's sole responsibility for safety and protection relative to the performance of the Work.
 - e. Should City retain a City's safety consultant for the Project, City's safety consultant shall be included in all of Contractor's indemnification and defense obligations under the Contract. City's safety consultant, if any, shall be an additional insured on Contractor-furnished insurance (except for workers' compensation insurance and professional liability insurance), and shall be included in Contractor's obligation to have Contractor's insurance carrier waive its rights of subrogation against City's safety consultant, and other entities indicated in the Supplementary Conditions to be covered by such waiver of subrogation rights obligation.
3. During the Work, Contractor shall institute controls and procedures for the control and safety of persons visiting the Site.
4. Contractor shall maintain an accurate record of, and shall report to, the Director in writing, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment incident to work performed under the Contract.

5. Compliance with the provisions of this Article by Subcontractors will be the responsibility of Contractor.
 6. No direct payment will be made by reason of the provisions of this Article and all costs in connection therewith shall be included in the Contract Price paid for various items of the Work.
- C. Safety Representative
1. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- D. Interference with Fire Hydrants, Highways, and Fences
1. Contractor shall conduct its construction operations to not close or obstruct highways, roads, or streets, or prevent in any way free access to fire hydrants until Contractor has obtained permits therefor from the proper authorities. If a highway required to be kept open is rendered unsafe by Contractor's operation, Contractor shall promptly make such repairs or provide such temporary guards as shall be acceptable to the authorities having jurisdiction and to the Director. Highway or street maintenance or repair work required by local authorities in connection with operations under the Contract shall be performed by Contractor within the Contract Price. Fences subject to interference shall be maintained as effective barriers consistent with the original intent, but upon approval of the Director, they may be moved or rearranged to facilitate prosecution of the Work until the Work is substantially complete, after which fences and barriers shall be restored to their in accordance with the Contract Documents; if not addressed in the Contract Documents, restore to original or better condition.
- E. Preservation of Property
1. Due care shall be exercised to avoid damaging existing structures and improvements, utility facilities, and adjacent property. The fact that any Underground Facility is not shown on the Drawings does not relieve Contractor of responsibility for ascertaining the existence of any underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.
- F. Contractor's Responsibility for Protection
1. Until the Final Completion, Contractor shall be responsible for protecting the Work and shall bear the risk of injury, loss, or damage, to any part thereof by the action of the elements or from any other cause, whether arising from execution or from non-execution of the Work. Materials and equipment to be incorporated into the Work include both those furnished by City and those furnished by Contractor, including materials and equipment for which Contractor has received partial payment as provided in the Contract Documents.
- G. Responsibility for Damages; Indemnification
1. City (including City Council) and its officers, employees, agents, and volunteers, and Construction Manager, and Engineer, and their respective officers, employees, subcontractors, and consultants shall not be answerable or accountable in any manner, for loss or damage that may occur to the Work, or for construction equipment, machinery, or tools, or temporary facilities used in performing the Work, or for injury to any person or persons, either workers or the public; for damage to property from any cause which might have been prevented by Contractor or any

person or entity for whom Contractor is responsible, against all of which injuries or damages to persons and property Contractor having control over such work must properly guard.

- a. Contractor is responsible for damage to person and property resulting from defective Work and from any cause whatsoever during the progress of Work until Substantial Completion (unless indicated otherwise in the certificate of Substantial Completion) and at any time thereafter when the Contractor is onsite to complete remaining Work or perform Contractor's obligations under the correction period or warranty obligations. Any Work that becomes damaged due to Contractor's failure to protect the Work prior to final completion and notice of acceptance shall be replaced or repaired to City's satisfaction by Contractor at no additional cost to the City.

H. Compliance with Safety Programs

1. Contractor shall comply with the applicable requirements of City's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions, Technical Specifications, or Exhibits.
2. Contractor shall inform City and City's Consultants of the specific requirements of Contractor's safety program with which employees and representatives of City and City's Consultants must comply while at the Site.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Construction Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. Construction Manager shall promptly advise Engineer of the matter and, if Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

- A. Shop Drawing and Sample Requirements
 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

- 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
- c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Construction Manager and Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Construction Manager and Engineer for review and approval by Engineer in accordance with the accepted Schedule of Submittals.
1. Shop Drawings
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. Samples
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer and Construction Manager may require to enable Engineer and Construction Manager to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. Engineer's Review of Shop Drawings and Samples
1. Engineer, potentially with comments from Construction Manager (regarding Samples), will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents,

and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Construction Manager and Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
 6. Engineer's or review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, and Engineer's or Construction Manager's review and acceptance of any other Submittal that indicates a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Construction Manager's nor Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.
- D. Resubmittal Procedures for Shop Drawings and Samples
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
 2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer and Construction Manager will record their respective times for accepting, reviewing, and processing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's and Construction Manager's charges to City for such time. City may impose a set-off against payments due Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's and Construction Manager's charges to City for their acceptance, review, and processing time, and City may impose a set-

off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

- E. Submittals Other than Shop Drawings, Samples, and City-Delegated Designs
 - 1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and City-delegated designs:
 - a. Contractor shall submit all such Submittals to the Construction Manager and Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents. Engineer will review and take appropriate action on Submittals pertaining to the design of the Project, required quality of the Work, and similar matters of engineering or technical nature. Construction Manager will review and take appropriate action no administrative Submittals that do not pertain to the design or to engineering or similar technical matters. Only one entity will be furnish response to a given Submittal.
 - b. Construction Manager and Engineer, as applicable, will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's or Construction Manager's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Construction Manager or Engineer (as applicable) regarding the reason for the non-acceptance, and resubmit an acceptable document.
 - 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05 of these General Conditions.
- F. City-delegated Designs: Submittals pursuant to City-delegated designs are governed by the provisions of Paragraph 7.19 of these General Conditions.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to City that:
 - 1. all materials and equipment used in or incorporated into the Work shall be new unless otherwise specified in the Contract Documents, of good quality, and free of liens, claims, and security interests of third parties; and
 - 2. all Work will be of good quality and free from defects; and that the Work will conform with and will be in accordance with the Contract Documents. City, Construction Manager, and Engineer are entitled to rely on Contractor's warranty and guarantee. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City shall be entitled to rely on Contractor's warranty and guarantee. Neither the Notice of Completion nor the final payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty material or quality of Work.

- C. Disclaimers and Limitations: Manufacturer’s disclaimers and limitations on product warranties do not relieve Contractor of warranty on Work that incorporates products. Manufacturer’s disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.
- D. City’s rights under this warranty and guarantee are in addition to, and are not limited by, City’s rights under the correction period provisions of Paragraph 15.08. The time in which City may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights.
- E. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- F. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents, or a release of City’s warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Construction Manager or Engineer;
 - 2. Recommendation by Construction Manager or payment by City of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Construction Manager or Engineer or any payment related thereto by City;
 - 4. Use or occupancy of the Work or any part thereof by City;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The end of the correction period established in Paragraph 15.08;
 - 7. Any inspection, test, or approval by others; or
 - 8. Any correction of defective Work by City.
- G. If the Contract requires Contractor to accept the assignment of a contract entered into by City, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor’s performance obligations to City for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, Project Manager, Construction Manager, Engineer, and their respective officials, officers, directors, partners, employees, and authorized agents (“Indemnitees”) from and against any and all claims, suits, actions, judgments, demands, liabilities, losses, damages, expenses, including attorneys' fees and costs of litigation(collectively, “Loss(es)”), arising from personal or bodily injuries, death, property damage, or otherwise, in any way related to, connected with, or resulting from the obligations or performance of the Work on the Project by Contractor, Subcontractors, Suppliers, and their respective employees, agents, or other third parties

directly or indirectly employed by or under Contractor's, Subcontractors', or Suppliers' authority or control.

- B. In addition, Contractor shall defend, indemnify, and hold harmless the Indemnitees for any Losses related to the Work asserted by any Subcontractor, Supplier, or other third party against the Indemnitees arising out of any alleged act or omission of Contractor or any other Subcontractor, Supplier, or anyone directly or indirectly employed by Contractor, Subcontractor, or Supplier.
- C. When state or federal funds are involved in the Project's funding or financing, Contractor shall defend, indemnify, and hold harmless the state and/or federal government agency or agencies and their respective officials, officers, directors, employees and agents. Such parties shall also be included as "Indemnitees" for purposes of the indemnification clause in 7.18A.
- D. This provision shall not be deemed to require the Contractor to indemnify or hold harmless an Indemnitee for any Loss: 1) proximately caused by the sole or active negligence or willful misconduct of the Indemnitee, as determined by a court or other adjudicatory body of competent jurisdiction; 2) in the event that the City is required to indemnify and hold harmless the Contractor for Hazardous Materials pursuant to Paragraph 5.06(I) of these General Conditions.
- E. Contractor acknowledges and agrees that Contractor's obligation to defend the City and the other Indemnitees arises at the time such Loss is tendered to Contractor by the Indemnitee and continues at all times until finally resolved, and/or decided by an adjudicatory body or a court of competent jurisdiction.
- F. This provision shall survive the termination of the Agreement or the completion of the Work.

7.19 Delegation of Professional Design Services

- A. City may only require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the City-delegated design.
- B. Contractor shall cause such City-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the City-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. City, Construction Manager, and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under a City-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other

Submittals furnished by Contractor pursuant to a City-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by City or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8— OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the City may perform other work at or adjacent to the Site. Such other work may be performed by City's employees, or through contracts between the City and third parties. City may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If City performs other work at or adjacent to the Site with City's employees, or through contracts for such other work, then City shall give Contractor written notice thereof prior to starting any such other work. If City has advance information regarding the start of any third-party utility work that City has arranged to take place at or adjacent to the Site, City shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and City, if City is performing other work with City's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Construction Manager and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Construction Manager in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with City, or that is performed without having been arranged by Owner. If such work occurs, then any related delay,

disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.

8.02 Coordination

A. Coordination Among City's Separate Contractors

1. Should construction by City's forces, City's other contractors, or third parties within or adjacent to the Site be underway concurrent with the Work, Contractor shall cooperate with all such other contractors and others to the end that unnecessary delay or hindrance to their work will be avoided.
 2. When two or more contractors are working in adjacent areas or in proximity to each other, each shall conduct its operations in such a manner to avoid any unnecessary delay or hindrance to the other.
 3. Each contractor is responsible to the other for all damage to work, to person or property caused to the other by its operations, and for loss caused the other due to its unnecessary delays or failure to finish the work within the time specified for completion in its associated contract with its employer.
- B. Where the Work involves removing, relocating, or establishing new utility service, and such Work is shown or indicated in the Contract Documents, Contractor is responsible for coordinating the associated utility owners.

8.03 Legal Relationships

- A. If, in the course of performing other work for City at or adjacent to the Site, the City's employees, any other contractor working for City, or any utility owner that City has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of City, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then City may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B of this article.

2. When City is performing other work at or adjacent to the Site with City's employees, Contractor shall be liable to City for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by City as a result of Contractor's failure to take reasonable and customary measures with respect to City's other work. In response to such damage, delay, disruption, or interference, City may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, City, Construction Manager, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless City, Construction Manager, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9— CITY'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, City and Program Manager shall issue all communications to Contractor through Construction Manager.

9.02 Replacement of City's Consultants

- A. City may at its discretion appoint an engineer or other consultant to replace Program Manager, Construction Manager, or Engineer, provided Contractor makes no reasonable objection to the replacement engineer or consultant. The replacement engineer's or consultant's status under the Contract Documents will be that of the former Program Manager, Construction Manager, or Engineer, as applicable. Furnish Data

9.03 Furnish Data

- A. City shall promptly furnish data required of City in accordance with the Contract Documents.

9.04 Pay When Due

- A. City shall make payments to Contractor when they are due as provided in the Agreement and within the times indicated in Paragraphs 15.01 and 15.06 of the General Conditions.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. City's duties with respect to providing lands and easements are set forth in Paragraph 5.01 of these General Conditions.
- B. City's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03 of these General Conditions.

- C. Article 5 of these General Conditions refers to City's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

- A. City's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in the Supplementary Conditions.

9.07 Change Orders

- A. City's responsibilities with respect to Change Orders are set forth in Article 11 of these General Conditions.

9.08 Inspections, Tests, and Approvals

- A. City's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B of these General Conditions.

9.09 Limitations on City's Responsibilities

- A. City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

- A. City's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06 of these General Conditions.

9.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, City will furnish Contractor reasonable evidence that financial arrangements have been made to satisfy City's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed.
- B. City shall furnish copies of any applicable City's safety programs to Contractor.

ARTICLE 10— CITY'S CONSULTANTS DURING CONSTRUCTION

10.01 City's Representatives

- A. Program Manager, Construction Manager, and/or Engineer, as may be designated in the Agreement, will be City's representative during the construction period. The duties and responsibilities and the limitations of authority of Program Manager, Construction Manager, and Engineer as City's representative during construction are set forth in this Article.

10.02 Program Manager

A. Program Manager's Role

1. Program Manager's role is to assist City in fulfilling City's responsibilities under the Contract.
2. Program Manager will visit the Site (in accordance with Paragraph 10.02.B of these General Conditions), attend meetings with or on behalf of City, and assist City in coordinating the services rendered by Construction Manager and Engineer.
3. Program Manager does not serve in any capacity as a design professional for the Project.
4. Although Program Manager is City's representative, Program Manager is not authorized to authorize changes in the Contract Documents on behalf of City, nor may Program Manager assume any responsibilities of City relative to authorizing changes in Contract Price, Contract Times, or authorizing use of Allowances (if any) in the Contract.
5. In fulfilling its responsibilities for the Project, Program Manager is not obligated to act without partiality.
6. Program Manager will not share, whether in whole or in part, any responsibilities of Construction Manager or Engineer.

B. Visits to Site

1. Program Manager will make visits to the Site at intervals appropriate to the various stages of construction as Program Manager or City deem necessary to observe, as an experienced and qualified professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Program Manager, for the benefit of City, will, consider information furnished by Contractor, Construction Manager, and Engineer, keep City informed as to the progress and apparent quality of the Work. Program Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
2. Program Manager's visits and observations are subject to all the limitations on City's consultants' authority and responsibility set forth in Paragraph 10.05 of these General Conditions., particularly Paragraph 10.05.A.

10.03 Construction Manager

A. Visits to Site

1. Construction Manager will make visits to the Site at intervals appropriate to the various stages of construction as Construction Manager deems necessary in order to observe, as an experienced and qualified construction management professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Construction Manager, for the benefit of City, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Construction Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Construction Manager's efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Construction Manager will keep City informed of the progress of the Work and will endeavor to guard City against defective Work.

2. Construction Manager's visits and observations are subject to all the limitations on City's consultants' authority and responsibility set forth in Paragraph 10.05 of these General Conditions., particularly Paragraph 10.05.A.

B. Construction Manager Activities

1. Construction Manager will:

- a. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
- b. Comply with Site safety programs, as they apply to the Construction Manager, and if required to do so by such safety programs, receive safety training specifically related to Construction Manager's own personal safety while at the Site.
- c. Act as a Liaison
 - 1) Serve as City's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - 2) Serve as City's liaison with Contractor when Contractor's operations affect City's onsite operations.
 - 3) Assist in obtaining from City additional details or information, when required for Contractor's proper execution of the Work.
- d. Review Work; Identify Defective Work
 - 1) Conduct onsite observations of the Work , to the extent set forth in Paragraph 10.03.A, to determine if the Work is proceeding in accordance with the Contract Documents.
 - 2) Observe whether any Work in place appears to be defective.
 - 3) Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
- e. Conduct Inspections and Tests
 - 1) Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - 2) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- f. Review Applications for Payment with Contractor
- g. Assist with Project Completion
 - 1) Participate in Construction Manager's and Engineer's visits regarding Substantial Completion.

- 2) Assist in the preparation of a punch list of items to be completed or corrected.
- 3) Participate in Construction Manager's and Engineer's visit to the Site in the company of City, and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- 4) Observe whether items on the final punch list have been completed or corrected.

2. Construction Manager will not:

- a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- b. Exceed limitations of Construction Manager's authority as set forth in the Contract Documents.
- c. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
- d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
- e. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by City.
- g. Authorize City to occupy the Project in whole or in part.

C. Construction Manager's Authority

1. Construction Manager will serve as City's principal communications conduit with Contractor, except as otherwise provided by the Contract Documents.
2. Construction Manager has the authority to reject Work in accordance with Article 14 of these General Conditions.
3. Construction Manager's authority as to Submittals is set forth in Paragraph 7.16 of these General Conditions.
4. Construction Manager's authority as to changes in the Work is set forth in Article 11 of these General Conditions.
5. Construction Manager's authority as to Applications for Payment is set forth in Article 15 of these General Conditions.
6. It will be the Construction Manager's duty to inspect materials and workmanship from the drawings, specifications, and other contract provision which may come to the Construction Manager's notice. Such inspection is for the sole benefit of the City and shall not act as a waiver of defects in the work. The Construction Manager shall decide all questions which may arise as to the quality or acceptability of material furnished and work performed as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the drawings and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to compensation. The Construction Manager's decision shall be final and the Construction Manager shall have authority to enforce

and make effective such decisions and orders which the Contractor fails to carry out promptly. The Construction Manager shall have the right to order the work stopped, if in the Construction Manager's opinion such action becomes necessary, until the Construction Manager has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

D. Determinations for Unit Price Work

1. Construction Manager will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03 of these General Conditions.

E. Decisions on Requirements of Contract Documents and Acceptability of Work

1. Construction Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Construction Manager will not show partiality to City or Contractor, and will not be liable to City, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.04 Engineer

A. Visits to Site

1. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of City, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep City informed of the progress of the Work and will endeavor to guard City against defective Work.
2. Engineer's visits and observations are subject to all the limitations on City's consultants' authority and responsibility set forth in Paragraph 10.05 of these General Conditions., particularly Paragraph 10.05.A.

B. Engineer's Authority

1. Engineer has the authority to reject Work in accordance with Article 14 of these General Conditions.
2. Engineer's authority as to Submittals is set forth in Paragraph 7.16 of these General Conditions.
3. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to City's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19 of these General Conditions.

4. Engineer's authority as to changes in the Work is set forth in Article 11 of these General Conditions.
- C. Decisions on Requirements of Contract Documents and Acceptability of Work
1. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to City or Contractor, and will not be liable to City, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- 10.05 Limitations on City's Consultants' Authority
- A. Particularly, but without limitation, during or as a result of Program Manager's, Construction Manager's and/or Engineer's visits or observations of Contractor's Work, Program Manager, Construction Manager, and Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations or Contract Documents applicable to the performance of the Work.
 - B. Neither Program Manager's, Construction Manager's, nor Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Program Manager, Construction Manager, or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Program Manager, Construction Manager, and Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Program Manager, Construction Manager, or Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
 - C. Program Manager, Construction Manager, and Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Program Manager, Construction Manager, and Engineer, whether individually or collectively, will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
 - D. Program Manager, Construction Manager, and Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
 - E. Construction Manager's (and Engineer's, if applicable) review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06 of these General Conditions, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
 - F. The limitations upon authority and responsibility set forth in this Paragraph 10.05 also apply to the Construction Manager.

10.06 Compliance with Safety Program

- A. While at the Site, City's Consultants will comply with the specific applicable requirements of City's and Contractor's safety programs of which City's Consultants have been informed.

ARTICLE 11— CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. Change Order will not be issued for a Work Change Directive unless City concurs with Contractor that such Work Change Directive has an associated change in the Contract Price or Contract Times.
- C. Changes will be set forth in written Contract modifications duly issued. Each will indicate the changes to be made in the Work, the reasons therefor, and (for Change Orders) the changes in Contract Price and Contract Times.
- D. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. City and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. City and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from a City set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by City pursuant to Paragraph 11.05, (b) required because of City's acceptance of defective Work under Paragraph 14.04 or City's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from Allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

1. The Contractor shall promptly proceed with the Change Order involved and concurrently respond to the City within ten (10) calendar days with any one of the following:
 - a. Return Change Order signed, thereby accepting City's response, time, and cost.
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision).
 - c. Give notice of intent to submit a Claim.
- C. To the total of the actual costs and fees allowed herein for both Added and Deleted work, not more than two and one half percent (2.5%) shall be added for additional bond and builder's risk insurance. The compensable percentage for additional bonds and insurance shall be based on the Contractor's actual costs, as substantiated through documentation submitted to the Construction Manager.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If City has issued a Work Change Directive and:
 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. City believes that an adjustment in Contract Times or Contract Price is necessary, then City shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Construction Manager may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on City and also on Contractor, which shall perform the Work involved promptly.

If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 City-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety or insurance carrier, City may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or

otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if City and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 (labor) and 13.01.B.2 (materials), the Contractor's fee will be 15 percent;

- b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be five percent;
- c. Where one or more tiers of Subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by City will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to City for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to five percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. Purpose and Content: Contractor shall submit a Change Proposal to Construction Manager, unless further defined in the Supplementary Conditions, to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. Change Proposal Procedures

1. Submittal: Contractor shall submit each Change Proposal to Construction Manager within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. Supporting Data: Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Construction Manager and City within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E. Include with Change Proposal sufficient documentation supporting the time extension(s) sought.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials and equipment incorporated into the Work and labor and construction equipment used for the subject Work, together with detailed indication of other proposed costs and indication of Contractor's proposed fee for overhead and profit on such costs. Include detailed cost breakdown for Work to be performed by Subcontractors. Include documentation substantiating the cost of proposed materials and equipment to be incorporated into the Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. Construction Manager's Initial Review: Construction Manager will advise City regarding the Change Proposal, and consider any comments or response from City and Engineer regarding the Change Proposal. If in its discretion Construction Manager concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Construction Manager may request that Contractor submit such additional supporting data by a date specified by Construction Manager, prior to Construction Manager beginning its full review of the Change Proposal.
4. Construction Manager Full Review and Action on the Change Proposal: Upon receipt of Contractor's supporting data (including any additional data requested by Construction Manager), Construction Manager will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to City, Engineer, and Contractor. If Construction Manager does not take action on the Change Proposal within 30 days, then either City or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Construction Manager's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
5. Binding Decision: Construction Manager's decision is final and binding upon City and Contractor, unless City or Contractor appeals the decision by filing a Claim under Article 12.

C. Resolution of Certain Change Proposals:

1. If the Change Proposal involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or

technical matters, then Construction Manager will promptly furnish to Engineer copy of Change Proposal and all supporting documentation associated therewith and confer with Engineer on the Change Proposal. Construction Manager will consider Engineer's recommendations in rendering Construction Manager's decision on the Change Proposal.

2. If the Change Proposal involves matters related to insurance, bonds, legal matters, or other matters ordinarily outside the limits of Construction Manager's experience and expertise, Construction Manager will so notify City, Engineer, and Contractor that Construction Manager is unable to reach a decision on the matters addressed in the Change Proposal. Such notice will be deemed to be a denial and Contractor's recourse will be in accordance with Article 12.
- D. Post-Completion: Contractor shall not submit any Change Proposals after Construction Manager issues a written recommendation of final payment pursuant to Paragraph 15.06.B.
- 11.10 Notification to Surety and Insurance Carrier
- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.
 - B. Contractor shall also adjust the limits of coverage for builder's risk insurance (or other property insurance furnished under the Contract) to provide builder's risk coverage as required by Paragraph 6.04 (as amended by the Supplementary Conditions).

ARTICLE 12— INITIAL CLAIMS FOR CONTRACT DISPUTES

12.01 Claims Under the Public Contract Code

- A. For purposes of this Article, "Claim" or "initial claim" means a separate demand by the Contractor for one of more of the following: (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City.
- B. No Claims for extra work, materials, labor, equipment, or costs shall be considered or permitted if the Contractor fails to timely notify the City of the Claim and thereafter diligently pursue and exhaust all the administrative remedies and processes set forth in the Contract Documents. Contractor must exhaust all such processes in order to preserve and pursue any Claim, and failure to do so shall be deemed a waiver of the Claim.

12.02 Prerequisite to Legal Action

1. Prior to filing a dispute for final resolution under Article 17 of the General Conditions, Contractor must exhaust its administrative remedies by submitting through the Construction Manager an initial claim for review and decision by the Director as set forth in this Article 12, which is in accordance with California Public Contract Code Sections 9204 et seq., and 20104.2.
2. Director's written decision will be the City's final decision on the initial claim, distinct from the City Council's action on a claim filed under the Government Code. Should Contractor seek to file legal action challenging the Director's decision on the

initial claim, Article 17 of the General Conditions will apply after compliance with the dispute resolution process set forth in this Article 12.

12.03 Claim Submittal

The following procedures apply to Claims between the Contractor and the City under this Article:

- A. The Claim shall be in writing, sent by priority mail and registered mail, and include the documents necessary to substantiate the Claim. Claims must be filed within 30 calendar days of a written rejection of Contractor's request for a Contract adjustment, or on or before the date of final payment, whichever is earlier. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of Claims.
- B. The claimant shall submit in writing the basis for the Claim, reference the applicable provisions of the Contract Documents, the method of computation of the amount claimed and determination of the change in Contract Times (if any), basis for other relief sought (if any), and all other factual data pertaining thereto. It shall be the responsibility of the party filing the Claim to substantiate and support the Claim, including submittal of proper supporting documentation. Failure to submit such information and details within the time allowed in this paragraph for submitting the Claim's supporting information will be sufficient cause for denying the Claim. Contractor hereby expressly waives all Claims not filed within these time limits.
- C. Claims shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

- 1. California Penal Code Section 72, provides that any person who presents for payment with intent to defraud any district board or officer, any false or fraudulent Claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars (\$10,000.00) and/or imprisonment in the state prison.
- 2. The California False Claims Act (Government Code Sections 12650, et seq.) provides for recovery of civil penalties from persons (including corporations, etc.) who present a false Claim for payment or approval or presents a false record or statement to get a false Claim paid or approved to any officer or employee of any political subdivision of the State of California, and for certain other enumerated acts. Any person or corporation violating the provisions of Government Code Sections 12650, et seq.,

shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.

3. Any Claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant provided by Contractor with the Claim. Contractor agrees that any costs or expenses incurred by the City in reviewing or auditing any Claims that are not supported by the Contractor's cost accounting or other records, or the Contract, shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

12.04 City's Response

- A. Upon receipt of a claim pursuant to this Article, the City shall conduct a reasonable review of the claim and provide a written response to the Contractor within 45 days of the date of the claim, identifying the portion of the claim that is disputed and the portion that is undisputed. Upon receipt of a claim, the City and the Contractor may, by mutual agreement, extend the time period provided in this section.
- B. All amounts that the City identifies in its response as undisputed must be processed and paid within 60 days of the City's response. Pursuant to Section 9204(d)(4), if the City fails to pay within 60 days, undisputed amounts not paid will bear interest at 7 percent per annum.
- C. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 day or extension period to respond, the City shall have up to (3) three days following the next duly publicly noticed meeting of the City Council after the 45-day or extension period expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion, per section 9204(d)(1)(C).
- D. The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

12.05 Meet and Confer

- A. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for resolution of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- B. The Contractor shall cooperate and attend prepared to discuss its Claim, making available any personnel necessary for dispute resolution, and documents which may reasonably be requested by the City.

12.06 Mediation

- A. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written

statement. If the City fails to pay within 60 days, undisputed amounts not paid will bear interest at 7 percent per annum.

- B. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation unless waived by both parties, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days or at a later time based on mutual agreement, after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- C. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is complete.
- D. If mediation is unsuccessful, the parts of the Claim remaining in dispute will be subject to final resolution of disputes as set forth in Article 17 of these General Conditions.
- E. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
- F. If mediation under this section does not resolve the parties' dispute, this section does not preclude an arbitration of disputes under a private arbitration or the Public Works Contract Arbitration Program based on mutual agreement of the parties, in accordance with Article 17 of the General Conditions.
- G. Contractor shall not halt the Work for any reason on account of any disagreement, claim, or other dispute resolution process. Nothing in this Article excuses Contractor from performing its duties required by the Contract Documents.

12.07 Claims for \$375,000 or Less

- A. Claims for \$375,000 or less shall be resolved in accordance with California Public Contract Code Section 20104 et seq. by filing a court action after compliance with the Government Code claim process, wherein the court will order mediation of the dispute, unless the parties mutually agree to submit the dispute to binding arbitration under Article 17.

ARTICLE 13— COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work or "Force Account Work"

- A. Purposes for Determination of Cost of the Work: When Work is ordered to be performed for compensation on the basis of "Cost of the Work", also known as "force account", compensation shall be in accordance with this Paragraph 13.01. City reserves the right to furnish any material deemed expedient and Contractor shall have no claim for profit on the cost of such materials. This Paragraph 13.01 sets forth requirements for documenting for payment Work performed and compensated on the basis of Cost of the Work plus a fee. The term Cost of the Work means the sum of all costs necessary for the proper

performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by City, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless City deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to City. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to City, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City and Contractor and shall deliver such bids to City, which will then determine, with the advice of Construction Manager and, where applicable, Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
- c. Construction Equipment Rental
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by City as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - a) Prior to commencing Work at the Site, submit to City, through Construction Manager, copies of the equipment rental agreements for City's approval.
 - b) Should Contractor perform Work using rented construction equipment or machinery without City's written approval of the associated rental agreement and the parties subsequently disagree on the applicable rental rates, use of such construction equipment and machinery will be compensated on the basis of the rental rate book indicated in Paragraph SC-13.01.B.5.c.(2).
 - c) When the rental rate book is used basis for determining compensation for construction equipment and machinery leased from a rental firm, the hourly rate for such equipment shall be determined in accordance with Paragraph 13.01.B.5.(2) of these General Conditions.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the most-current edition of California Department of Transportation (CalTrans) "Labor Surcharge and Equipment Rental Rates Manual (Cost of Equipment Ownership)". An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- 4) Inactive Equipment and Machinery: Rental of construction equipment and machinery shall cease when the use thereof is no longer necessary for the Work. Periods of inactivity for such construction equipment or machinery will not be compensable unless agreed upon in writing by Owner, unless the costs of disassembly, removal, transportation, reassembly, and remobilization, as submitted to and accepted by City (with advice of Construction Manager) would exceed the cost of continuing to rent the item(s) during the period(s) of inactivity. Contractor is responsible for obtaining City's written approval for compensation for construction equipment and machinery for periods of inactivity. City is not responsible for retroactively approving such inactivity. "Period of inactivity" for such items includes periods when the construction equipment or machinery is not used or necessary for the logical and efficient progression of the Work, or when other, available equipment or machinery is suitable for performing the given task.
 - 5) Condition of Equipment and Machinery: Construction equipment and machinery will be compensable only for serviceable construction equipment and machinery capable of efficiently performing its intended function at the Site. Construction equipment and machinery not in compliance with this Paragraph 13.01.B.5.c.5) is not eligible for compensation.
 - 6) Capped Compensation: Compensation paid Contractor for a given item of Contractor-owned construction equipment or machinery will be capped at, and shall not exceed, the comparable purchase price of such item of equal or comparable capacity and capability.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. Costs Excluded: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site. For purposes of this paragraph, "small tools and hand tools" means items in one or more of the following categories: (1) Items that are ordinarily required for the performing worker's job function, including but not limited to equipment which ordinarily has no associated licensing, insurance, or substantive storage costs; such as hammers, wrenches, socket tools, manual saws, power saws, chainsaws, common power tools, impact drills, threaders, benders, transits and theodolites and related equipment, and other tools transportable by hand, regardless of ownership of such items; (2) Items such as gang-boxes, ladders, hand carts and similar wheeled items manually operated by workers, extension cords, and similar items; (3) common testing equipment such as insulation testers (megger-testing equipment), amp meters, gas detectors, pressure gauges, and similar items; (4) A purchase price (if purchased new, at retail) of \$500, although such limit is not absolute, and certain items may be deemed by City or Construction Manager as "small tools or hand tools" (and not eligible for compensation) even though such item may have a purchase price greater than the amount indicated in this Paragraph 13.01.C.2
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. For any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

- 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. Documentation and Audit:
1. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.
 2. Contractor shall furnish Construction Manager with daily report sheets indicating and documenting the Cost of the Work, whether furnished by the Contractor, Subcontractor, Suppliers, or others and said report sheets shall be signed by Contractor. Daily report sheets shall provide names or identifications and classifications of workers, and hours worked; size, type and identification number of construction equipment and machinery, and hours operated. Cost of material and equipment incorporated into the Work shall be substantiated by valid copies of Supplier's invoices.
 3. Construction Manager will make any necessary adjustments and compile the costs of Cost of the Work on daily report forms furnished by City. When these reports are agreed upon and signed by Contractor and Construction Manager, they shall become the basis of payment for the associated work performed, subject to issuance of a corresponding Change Order.
 4. City and Construction Manager may subsequently revise the daily reports based on subsequent audit(s).
 5. Within 30 days of the Effective Date of the Contract, and as later requested by the Construction Manager, Contractor shall submit to Construction Manager:
 - a. Certificate, signed and notarized by an authorized officer Rental of Contractor's organization, indicating labor compensation rates
 - b. Rental agreements for proposed construction equipment and machinery, and listing of construction equipment and machinery owned by Contractor or Subcontractor performing Work. Such lists and rental agreements shall indicate the item's general (generic) description, manufacturer, model number, year of manufacture, and brief summary of intended use in the Work.
 6. Subject to prior written notice, City will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of time set forth in Article 19 of these General Conditions. Pertinent Subcontractors will afford such access to City, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City and Engineer.
- B. Allowances: Contractor agrees that:
 - 1. the allowance(s), if any, include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. City's Contingency Allowance: Contractor agrees that the City's contingency allowance is for the sole use of City to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Construction Manager to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Agreement (or exhibit thereto, as applicable).
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Construction Manager will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Construction Manager will review with Contractor the Construction Manager's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Construction Manager's written decision thereon will be final and binding (except as modified by Construction Manager to reflect changed factual conditions or more-accurate data) upon City and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of associated Supplementary Conditions, if any.
- E. Adjustments in Unit Price
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of the Unit Price work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement and

- b. Contractor's unit costs to perform the item of the Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The Adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14— TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Quality Control

- A. Contractor shall designate a Quality Control Manager. The Quality Control Manager shall be a full-time employee of the Contractor and skilled at the type of construction engaged in on this project. The Quality Control Manager shall have the authority to direct Subcontractors and Contractor staff. The Quality Control Manager shall certify on behalf of the contractor that all work is complete, and meets all contract requirements and shall coordinate any quality related inspection and testing that may be performed prior to requesting inspection by the City or its agents.
- B. Contractor shall provide inspection and testing of installed materials and systems by a third party not directly under the supervision of the Contractor. The results of inspections and testing shall be documented and transmitted to the Construction Manager prior to covering or finalizing the inspected or tested works.

14.02 Access to Work

- A. City, Program Manager, Construction Manager, Engineer, their consultants and other representatives and personnel of City, independent testing laboratories, and authorities having jurisdiction shall have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs.
- B. When state or federal funds are involved in the Project's funding or financing, the state or federal government shall have the same rights of access and examination as the City under this provision.

14.03 Tests, Inspections, and Approvals

- A. Tests of Materials and Equipment
 1. Unless otherwise specified elsewhere in the Contract Documents, all tests of materials and Work, for determining compliance with the Contract Documents, shall be performed in accordance with the methods in use by the laboratory of the State Department of Transportation or by nationally recognized testing organizations, at a laboratory approved by City.
 2. Refer to Paragraph 3.02 of these General Conditions for requirements on the applicability of reference standards, including test methods indicated in the Contract Documents.
 3. Samples of all materials entering into the Work shall be submitted by Contractor, when requested by City or Construction Manager.

4. Materials may be tested at any time during progress of the work.
 5. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required by the Contract Documents, unless otherwise specified.
- B. Inspection of Materials and Equipment at Place of Manufacture or Supply
1. Materials and equipment that become part of the Work are subject to inspection at the place of production or manufacture, at the shipping point, or at the Site. Materials and equipment requiring inspection at the place of production or manufacture will be designated by City through the Construction Manager. Where production facility inspection is so designated, City or its consultant(s) shall be given 14 days advance notice of the start of manufacture or production. Contractor's purchase orders for materials and equipment for which production facility inspection has been designated by the City or its consultant(s) shall bear a suitable notation advising Suppliers and Subcontractors of inspection requirements.
 2. City or an authorized representative such as Engineer, Construction Manager, or Program Manager, shall have free entry at all times (during normal working hours) to such parts of the production facility as concerns the manufacture or production of materials and equipment for the Work. Adequate facilities shall be furnished free of charge to make the necessary inspection.
 3. City assumes no obligation to inspect material or equipment at the place of manufacture or production, or at the shipping point.

14.04 Defective Work

- A. Work which has been rejected for any defect shall be corrected, removed, and replaced by Contractor within a time period to satisfy the Work schedule, and/or within such period to the extent required by any specific warranty included in the Contract Documents, so that such Work complies with the standards and specifications of the Contract Documents, at no additional cost to City. Defective Work is not eligible for payment.
- B. Proposed remedies to correct defective Work are subject to approval by Engineer and/or City. Such approval or acceptance will not, however, impart on City, Project Manager, Construction Manager, or Engineer any responsibility for Contractor's means, methods, techniques, sequences, or procedures of construction, whether relative to the remedy or otherwise, or to safety programs and procedures incident thereto.

14.05 Acceptance of Defective Work

- A. If a portion of the Work is defective, and if the defect is not be of sufficient magnitude or importance to make the Work unfit for its intended use, dangerous, or undesirable, City may elect to accept the defective Work, subject to an appropriate reduction in the Contract Price via Change Order or a reasonable set-off against payments due if the defective Work is accepted prior to the Final Payment. If the defective Work is accepted after the Final Payment, Contractor shall pay an appropriate amount in damages to the City taking into account any diminished value of the Work.

14.06 Uncovering Work

- A. Construction Manager and Engineer (the latter communicating through Construction Manager) have the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Construction Manager or Engineer, then Contractor shall, if requested by Construction Manager or Engineer (communicating through Construction Manager), uncover such Work for Construction manager's or Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Construction Manager or Engineer (communicating through Construction Manager) considers it necessary or advisable that covered Work be observed by Construction Manager or Engineer or inspected or tested by others, then Contractor, at Construction Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Construction Manager or Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the City shall be entitled to impose a reasonable set-off against payments due under Article 15 of these General Conditions.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.07 City May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them..
- B. Contractor shall immediately comply with the written order of City to stop the Work wholly or in part.
- C. Work stopped wholly or in part shall be resumed promptly on written order of City when conditions are favorable and methods corrected.

14.08 City May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Construction Manager to correct defective Work, or to remove and replace defective Work as required by Construction Manager or Engineer, then City may, after seven days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, City shall proceed expeditiously. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials

and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, City's representatives, agents and employees, City's other contractors, Program Manager, Construction Manager, and Engineer and their respective consultants' access to the Site to enable City to exercise the rights and remedies under this Paragraph 14.07.

- C. All claims, costs, losses, and damages incurred or sustained by City in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15 of these General Conditions. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Paragraph 14.07.

ARTICLE 15— PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. Work to be Performed Without Direct Payment
 - 1. Where the Contract Documents require that Contractor perform Work for which no separate price is established in the Contract, such Work shall be performed by Contractor under an appropriate bid/pay item in the Contract, without separate or additional compensation or any change in the Contract Times
 - 2. Work compensated on a lump sum basis shall result in associated Work completed in accordance with the Contract Documents for a complete, operable system. No additional compensation will be paid for materials, equipment, or other Work not expressly required by the Contract Documents but fairly implied or obviously necessary for the completed Work as a functioning system.
- B. Applications for Progress Payments
 - 1. At monthly intervals (dates established by City), Contractor will prepare and submit Application for Payment indicating the Work completed, in accordance with the Contract Documents, since the prior Application for Payment. City will pay amounts due, subject to amounts City is contractually entitled to withhold or retain, in accordance with the Contract Documents.
 - 2. Payment for Stored Materials and Equipment
 - a. Application for Payment may include fabricated and manufactured materials and equipment delivered to the Site or other location acceptable to City, and not yet installed, when such storage is at a location acceptable to City, Construction Manager, and Engineer. Payments for stored materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor. The Contractor may request payment of up to eighty percent (80%) of the actual net cost of this material and equipment. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to the City will be

- qualified for partial payment. The Contractor may request payment of up to seventy-five (75) percent of the actual net cost of these materials. The items shall be suitably stored in accordance with the Contract Documents and the written recommendations for long-term storage by the manufacturer of such item.
- b. Perform the following to be eligible for payment for stored items: (1) store the items in accordance with the Contract Documents and manufacturer's written instructions; (2) ensure that packaging is intact and suitable; (3) Construction Manager shall visit the storage location and observe the conditions of storage, quality of packaging of the items, and apparent quantity and quality of the items; (4) post durable, permanent signage on the stored items indicating they are the property of City; (5) submit to Construction Manager dated photographs of the stored items; and (6) submit to Construction Manager documentation required by the Contract Documents.
 - c. When applying for payment for materials or equipment not yet installed but suitably stored, Application for Payment shall also include or indicate the following: (1) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (2) at City's or Construction Manager's request, documentation warranting that City has received the materials and equipment free and clear of all Liens; (3) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect City's interest therein; and (4) other documentation required by the Contract Documents, all of which must be satisfactory to City.
 - d. Payment will not be made for any materials or equipment unless each individual piece of the material or equipment becomes a permanent part of the Work or the material or equipment is required by the Contract Documents and is specifically manufactured for the Project and could not be readily utilized or diverted to another job.
3. Each Application for Payment shall include a summary of progress to date as indicated on a Schedule of Values (as accepted by Construction Manager) indicating progress since the prior Application for Payment, report, percent complete, percent invoiced, and percent schedule elapsed, and other documentation as required by the Contract Documents.
 4. Starting with the second Application for Payment, each Application for Payment shall include an affirmative, sworn certification by Contractor that all prior progress payments by City have been applied by Contractor to satisfy indebtedness and claims by Subcontractors, Suppliers, and others to whom Contractor is indebted for the Work. Contractor shall promptly discharge and cause to be released any Lien filed in connection with the Work at no cost to City.
 5. The basis for partial payments of lump sum Work or Unit Price Work will be determined by agreement between City and Construction Manager and Contractor. Payment will not be made for defective Work and any work not in accordance with the Contract Documents. City is not obligated to pay for Work that, in the opinion of Construction Manager or Engineer, has not progressed to the point indicated in the Application for Payment submitted by Contractor. Except in the case of the final Application for Payment, Contractor should not submit an Application for Payment when the value of Work eligible for payment since the prior Application for Payment is less than \$5,000.

6. Following City's issuance of any progress payment, if subsequent investigation by City, Construction Manager, or Engineer, finds defective Work or that the value of Work eligible for payment was incorrectly estimated, or if the quantity of Unit Price Work paid was incorrect, or if the City is contractually entitled to a set-off, City or Construction Manager may reduce the amount eligible for payment of one or more subsequent Applications for Payment.

C. Procedure for Applying for Progress Payments:

1. Contractor shall prepare draft estimate of quantities and Work eligible for payment and review it at the Site with Construction Manager. City may attend and participate in such meetings or discussions. Contractor shall revise the quantities and Work eligible for payment in accordance with corrections and comments made by Construction Manager. Contractor shall prepare and submit to Construction Manager the formal Application for payment, accompanied by all supporting and other documentation required by the Contract Documents.
2. Within seven (7) days of receipt of the formal Application for Payment, Construction Manager shall take one of the following actions: (a) return the Application for Payment to Contractor for corrections, accompanied by detailed, written corrections and comments; or (b) forward the Application for Payment to City with recommendation for payment in accordance with Section 20104.50, California Public Contract Code.

D. Set-offs; Reasons for Reductions in Payment Due:

1. Construction Manager may refuse to recommend the whole or any part of any payment if, in Construction Manager's opinion, it would be incorrect to make the representations to City stated in Paragraph 15.01 of these General Conditions.
2. Construction Manager will recommend reductions in payment (set-offs) necessary in Construction Manager's opinion to protect City from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. City has been required to correct defective Work in accordance with Paragraph 14.07 of these General Conditions, or has accepted defective Work pursuant to Paragraph 14.04 of these General Conditions;
 - d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Construction Manager has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
3. Reductions in Payment by City: In addition to any reductions in payment (set-offs) recommended by Construction Manager, City is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of the Work, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. City has incurred extra charges or program management, construction management, or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. City has been required to correct defective Work in accordance with Paragraph 14.07 of these General Conditions, or has accepted defective Work pursuant to Paragraph 14.04 of these General Conditions;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or Final Completion of the Work. (Liquidated damages are specified in the Supplementary Conditions);
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to City to secure the satisfaction and discharge of such Liens;
 - l. Other items entitle City to a set-off against the amount recommended; or
 - m. Any fees or fines assessed to the Contractor as a result of violation of Laws and Regulations.
4. If City imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Construction Manager, City will give Contractor immediate written notice (with a copy to Construction Manager) or at least five (5) days prior to the date payment is due, stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
5. Upon a subsequent determination that City's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.E of these General Conditions and subject to the legal interest as required by law.
- E. Payment is Due: Thirty (30) days after receipt of an undisputed and properly submitted Application for Payment to City with Construction Manager's recommendation, the amount recommended (subject to any City set-offs) will become due, and when due will be paid by City to Contractor.

F. Contractor Payment Obligations:

1. Contractor will pay its Subcontractors and/or Suppliers, within 7 days after Contractor receives payment from the City, in direct proportion to the Subcontractors' and Suppliers' basis in the total Contract between Contractor and Owner. Any money which is payable to a Subcontractor pursuant to this Section accrues interest at the legal rate. Pursuant to California Public Contract Code §7201, Contractor may withhold 5 percent from the amount of any partial payment under a subcontract which is made before 50 percent of the Work has been completed under the subcontract. Thereafter Contractor shall pay any additional funds if, in the opinion of Contractor, satisfactory progress is being made in the Work under the subcontract, and payment must be equal to that paid by Owner to Contractor for Work performed by the Subcontractor.
2. Contractor may retain the amount withheld under the subcontract until the subcontract is satisfactorily completed.
3. The amount withheld under the subcontract is due within 7 days after the acceptance of the subcontract work by Contractor.
4. Whenever Contractor receives a payment of interest earned on the amount withheld from the Contract, Contractor shall within 7 days pay to each Subcontractor that portion of the interest received which is attributable to the amount of money withheld from the Subcontractor.

G. Contractor or Subcontractor shall pay its Subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to Subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause. Any violation of Section 7108.5 shall subject the violating Contractor or Subcontractor to the penalties, sanction and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or its Subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to City free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by City.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify City, Construction Manager, and Engineer in writing that the entire Work is substantially complete and request that Construction Manager and Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to City, Construction Manager and Engineer an initial draft of punch list items to be completed or corrected before final payment.
 1. The Work shall be Substantially Complete as defined in Article 1, and as follows: All equipment shall be installed and operational, or temporary arrangements satisfactory

to City shall have been made; and, Operational testing must be completed prior to the date of Substantial Completion.

- B. Promptly after Contractor's notification, City, Contractor, Construction Manager, and Engineer shall make an inspection of the Work to determine the status of completion.
 - 1. If Construction Manager and Engineer do not consider the Work substantially complete, Construction Manager will notify Contractor in writing giving the reasons therefor.
 - 2. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or retesting by Construction Manager and/or Engineer, the cost of such re-inspection or retesting, including the cost of time, travel, and related expenses, shall be paid by Contractor to the City. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then City may impose a reasonable set-off against payments due under Article 15.
- C. If Construction Manager and Engineer jointly consider the Work substantially complete, Construction Manager will deliver to City a preliminary Certificate of Substantial Completion which will fix the date of Substantial Completion. Construction Manager shall attach to the certificate a punch list of items to be completed or corrected before final payment. City shall have seven (7) days after receipt of the preliminary certificate during which to make written objection to Construction Manager as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Construction Manager concludes that the Work is not substantially complete, Construction Manager will, within 14 days after submission of the preliminary certificate to City, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If City does not object to the provisions of the certificate, or if despite consideration of City's objections, Construction Manager and Engineer concludes that the Work is substantially complete, then both Construction Manager and Engineer will, within said 14 days, sign and deliver to City and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Construction Manager and Engineer jointly believes justified after consideration of any objections from City.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, City, and Contractor will confer regarding City's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by City. Unless City and Contractor agree otherwise in writing, City shall bear responsibility for security, operation, protection, property insurance, maintenance, heat, and utilities of the portion of City's use or occupancy of the Work.
- E. After Substantial Completion, the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, in accordance with the progress payment procedures set forth in the Contract Documents.
- F. City shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City, Construction Manager, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, City may request in writing that Contractor permit City to use or occupy any such part of the Work that City believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, City, Construction Manager, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.F for that part of the Work.
 2. At any time, Contractor may notify City and Construction Manager in writing that Contractor considers any such part of the Work substantially complete and request Construction Manager and Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, City, Construction Manager, Engineer, and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Construction Manager and Engineer jointly do not consider that part of the Work to be substantially complete, Construction Manager will notify City and Contractor in writing (with copy to Engineer) giving the reasons therefor. If Construction Manager and Engineer jointly consider that part of the Work to be substantially complete, the provisions of Paragraph 15.03 of these General Conditions will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 of these General Conditions (as modified by the Supplementary Conditions) regarding builder's risk or other property insurance. Except as specified otherwise, Contractor shall continue to maintain all insurance required in full force and effect.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, City, Construction Manager, and Engineer will promptly make a final inspection with Contractor and Construction Manager will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- B. When Construction Manager and Engineer jointly consider the entire Work to be complete and in accordance with the Contract Documents, Construction Manager and Engineer will prepare and submit to City a written notice of acceptability of the Work, signed by both Construction Manager and Engineer. Such recommendation, upon agreement by Director or Director's delegate, will be the written recommendation for acceptance of the Work by the City Council. Only acceptance by the City Council constitutes final completion of the Work under Civil Code Section 9200.

15.06 Final Payment

- A. After Contractor has, in the opinion of both Construction Manager and Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12 of these General Conditions), and other documents, Contractor may make application for final payment.

Prior to final payment, the parties shall sign a Change Order to reconcile file quantities of Unit Price Work eligible for payment in accordance with the Contract and final amounts of allowances (if any) used as authorized by City. Such Change Order shall be the final adjustment in the Contract Price prior to final payment.

- B. Contractor shall prepare and submit the final Application for Payment accompanied by other closeout documentation required by the Contract Documents. Final Application for Payment shall comply with requirements for applications for progress payments (as set forth in Paragraph 15.01 of these General Conditions and elsewhere in the Contract Documents) and shall also be accompanied by the following (except as previously delivered by Contractor in accordance with the Contract):
1. all documentation called for in the Contract Documents;
 2. consent of the surety, if any, to final payment, return, or release of retainage;
 3. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to City free and clear of any Liens or other title defects, or will so pass upon final payment.
 4. a list of all duly pending Change Proposals and Claims (if none, furnish written statement signed by officer of Contractor's organization, legally authorized to sign binding contracts on behalf of Contractor, clearing indicating that no Change Proposals and Claims are pending or are unresolved); and
 5. complete and legally effective releases or waivers (satisfactory to City) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 6. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.C.5 and as approved by City, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City might in any way be responsible, or which might in any way result in liens or other burdens on City's property or funds, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any Lien, or City at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
 7. If there were no Liens filed in connection with the Work, Contractor shall furnish with the final Application for Payment a sworn statement signed by Contractor stating that there were no Liens, unpaid claims, or demands against Contractor related to the Work.

- C. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten (10) days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to City for payment. Such recommendation shall account for any set-offs against payment that are necessary to protect City from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to City and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, City will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- D. Retainage
1. In accordance with the Contract Documents and Laws and Regulations, City may retain out of payments due Contractor up to five percent of value of Work completed to date. In no event will City's total retention exceed five percent (5%) of the value of the Work performed, unless the Contract Documents expressly entitles the City to greater withholding as a set-off or otherwise set forth in the Contract Documents.
 2. This provision on retention does not limit City's right to withhold 150 percent (150%) of the value of any or all disputed Work from final payment, as provided for in California Public Contract Code Section 7107(c). In the event of a good faith dispute, nothing in this provision shall be construed to require City to pay for work, materials, or equipment that is not in accordance with the Contract Documents.
 3. Contractor may elect to substitute securities of equivalent value for any retentions withheld by the City to ensure performance of the Work in accordance with Section 22300 of the California Public Contract Code, if applicable. At Contractor's request and expense, City may pay retentions earned directly to an escrow agent as set forth in an Escrow Agreement in Lieu of Retainage.
- E. Final Payment is Due: Final payment, less any set-offs for liquidated damages and other set-offs allowed under the provisions above for progress payments, will be due and payable as provided by Law, within 30 days after City's receipt of the final Application for Payment with Construction Manager's recommendation for payment, unless otherwise agreed to by Contractor. Contractor shall submit a final Application for Payment to the City no earlier than 30 days before the date the request for approval of the Work is on the City Council agenda, to allow City to timely make the final payment. City will issue and record a Notice of Completion within 15 days after the City Council's acceptance of the Work, which constitutes the date of Final Completion of the Work per Civil Code §9204. City shall pay the retention amount to Contractor within 60 days after completion of the Work pursuant to Public Contract Code §7107.
- F. Contractor shall submit to City a release of all claims by Contractor against City arising by virtue of the Contract, except such claims in definite amounts as the Contractor may specifically exempt from the operation of the release.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by City of claims or rights against Contractor. City expressly reserves claims and rights arising from unsettled Liens,

from defective Work appearing after a final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees or warranties specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against City other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17 of these General Conditions.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion or date of Final Completion, (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), whichever is later, City gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to City and in accordance with City's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by City, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. City shall give any such notice of defect within 60 days of the discovery that such Work or repairs are defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a valid notice of defective Work under Paragraph 7.17.B of these General Conditions.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others), plus City's overhead fee of an additional 15 percent of all costs incurred by City. Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from City will be deemed the start of an event giving rise to a Claim under Paragraph 12.01 of these General Conditions, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph prior Final Completion, the

correction period hereunder with respect to such Work will be extended for an additional period of one year from the Date of Final Completion.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties, guarantees, maintenance, and to correct and remedy defective Work including but not limited to the warranty period after the Final Completion of the Work. A partial occupancy of a part of the Work consistent with Paragraph 15.04 of these General Conditions may cause the correction period to commence to only that part of the Work which becomes partially occupied or actually used prior to Final Completion. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitations.

ARTICLE 16— SUSPENSION OF WORK AND TERMINATION

16.01 City May Suspend Work

A. Suspension for City's Convenience

- 1. City may order Contractor, in writing, to temporarily suspend all or part of the Work for period of time determined by City for the convenience and benefit of City. Where such suspension is ordered and where such suspension unreasonably delays progress of the Work, Contractor will be entitled to an equitable adjustment in the Contract Price and Contract Times.

B. Suspension for Uncontrollable Delay

- 1. Should the Work be suspended or delayed for one year or more for reasons indicated in Paragraph 4.05.C of these General Conditions, upon mutual agreement of the parties, the Work may be terminated for City's convenience, subject to the following:
 - a. City is responsible for payment for the Work completed in accordance with the Contract Documents.
 - b. Pro-rated cost of such work, where not fully covered by unit prices or lump sum items in the Contract, shall be determined by an evaluation of the Work performed up to the date of termination.
 - c. The provisions of Paragraph 16.03 apply.

16.02 City May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

- 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
- 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
- 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
- 4. Contractor's repeated disregard of the authority of City (or Program Manager, acting on City's behalf), Construction Manager, or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that City is considering a declaration that Contractor is in default and termination of the Contract, City may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to City under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if City has terminated the Contract for cause, City may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere, and complete the Work as City may deem expedient.
- D. City may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If City proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City. Such claims, costs, losses, and damages incurred by City will be reviewed by Construction Manager as to their reasonableness and, when so approved by Construction Manager, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, City shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by City will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A of the General Conditions, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D. Where such bond does not include procedures for City's assertion of City's rights under such bond, then the provisions of this Paragraph 16.02 will apply.

16.03 City May Terminate for Convenience

- A. Upon seven days' written notice to Contractor, Construction Manager, and Engineer, City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract. In such case, Contractor shall submit a claim for payment including required certifications under Article 12 within 6 months of the effective date of termination. Subject to verification to City's satisfaction, Contractor will be eligible to be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work not to exceed 5% of cost of the Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses not to exceed 5% of cost of the Work; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. City shall not be liable for costs incurred by Contractor or Subcontractor after receipt of a notice of termination. Contractor shall not be paid for any loss of anticipated profits or revenue on Work not performed as of the notice of the termination, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.
- C. City shall deduct from Contractor any advance payments made to Contractor related to the terminated portion of the Contract Documents, any claim which City may have against Contractor in connection with the Contract Documents, and any other applicable costs.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, or Subcontractor, or any employee or agent of Contractor or any Subcontractor, (1) the Work is suspended for more than 180 consecutive days by City or under an order of court or other public authority, or (2) Construction Manager fails to act on any Application for Payment within 30 days after it is submitted, or (3) City fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days' written notice to City, Construction Manager, and Engineer, and provided City or Construction Manager does not remedy such suspension or failure to cure within 30 days of the default, terminate the contract and recover from City payment on the same terms as provided in Paragraph 16.03 of these General Conditions.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Construction Manager has failed to act on an Application for Payment within 30 days after it is submitted, or City has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to City, Construction Manager, and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17— FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. Claims and disputes arising under or related to the performance of the Contract, for which mediation was waived or unsuccessful, shall be resolved by binding arbitration unless City and Contractor mutually agree in writing, after the dispute has arisen, to waive arbitration and to have the dispute litigated in a court of competent jurisdiction, or resolved by other legally-binding method of final dispute resolution mutually agreeable to the parties. Processes for initiating final resolution of disputes are set forth in this Article.

17.02 Arbitration

- A. Arbitration will be pursuant to Article 7.1 (pursuant to Sections 22201 and 10240 of the California Public Contract Code and the Laws and Regulations promulgated thereto, Chapter 4 (commencing with Section 1300) of Division 2 of Title 1 of the California Code of Regulations.
- B. Arbitration decision will be decided under and in accordance with California Law, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of Law.
- C. Where an election is made by either party to use the Simplified Claims Procedure provided under Sections 1340-1346 of said Chapter 4, the parties may mutually agree to waive representation by counsel.
- D. Initiation of Final Resolution of Dispute:
 - 1. Arbitration will be initiated by a Complaint in Arbitration made in compliance with said Chapter 4. Complaint in Arbitration by Contractor will be filed not later than 90 calendar days after receipt of the final written decision of City on the Claim or after City's acceptance of the Work if no written decision has been issued. For purposes of this article, "Acceptance of the Work by the Agency" as used in Laws and Regulations will be defined as the date the Notice of Completion is filed.
 - 2. If such notice for final resolution of the dispute is not properly submitted in the time indicated in this Article, the Claim will be deemed to be resolved based on the Claim's status at the conclusion of mediation in Article 12, and such resolution shall be deemed final and binding on the parties.
 - 3. Arbitration shall be held in the County of Santa Cruz, California.
- E. Cost Responsibility: Each party shall be responsible for its own costs, including fees of attorneys and consultants, for the final resolution of the dispute. Arbitrator or court fees shall be shared equally by the City and Contractor.

17.03 Government Code Claim

- 1. Prior to filing any legal action against the City that seeks money or damages, Contractor must comply with the claim procedures for money or damages set forth in Government Code Sections 900, et seq. Such Government Code claim and any subsequent lawsuit based upon the Government Code claim shall be limited to those matters that remain unresolved after all required contractual procedures pertaining to the dispute have been followed by the Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

17.04 Legal Action

The venue for any legal action shall be the Superior Court of Santa Cruz.

17.05 Duty to Continue Performance.

Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and City shall continue to satisfy its payment obligations to Contractor of items not in dispute, pending the final resolution of any dispute or disagreement between Contractor and City..

ARTICLE 18— MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to City, Construction Manager, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.
- B. Contractor's address indicated in the Agreement (or, if not indicated in the Agreement, and not stipulated at the preconstruction conference, then as indicated in the Bid) and the address of Contractor's office in closest proximity to the Site will each be considered as Contractor's address for delivery of notices required by the Contract, unless otherwise mutually agreed upon by the parties.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, City, Program Manager, Construction Manager, Engineer, and any of their respective officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall not be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- B. This Paragraph 18.08 notwithstanding, the provisions of Paragraph 19.09 of the General Conditions, concerning assignment to City of third-party claims, applies.

18.09 Successors and Assigns

- A. This Contract will insure the benefit of and be binding upon the successors and assigns of the City and Contractor.

18.10 Publicity and Publications

- A. Contractor shall submit and obtain written approval from City prior to the publication of any technical articles, descriptions, or news releases, concerning the Project. Approval will be granted providing that City is properly acknowledge, technical innovations are properly acknowledged, and such publication is in the best interest of the City.
- B. Such publications or releases shall not divulge any confidential or security-related information concerning the City's facilities or the Project. Contractor shall make reasonable revisions to such articles and releases required by the City prior to their release or publication. Do not publish or release such items without the prior approval of the City.

18.11 City's Right to Access Contractor's Records

- A. City, or any of its duly authorized representatives shall have the right to access and review records of Contractor and Subcontractors for at least three years (or longer as otherwise specified) after City's issuance of final payment under this Contract.
- B. Such right allows City to access and examine any of Contractor's or Subcontractors' payrolls, records of personnel, invoices of materials or equipment, records of plant and construction equipment costs, and any and all other directly pertinent books, documents, papers, and records of Contractor and Subcontractors, involving transactions related to the Contract or subcontracts thereunder.
- C. When state or federal funds are involved in the Project's funding or financing, the state or federal government shall have the same rights of access and examination as the City under this provision.

18.12 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

ARTICLE 19— STATUTORY PROVISIONS

19.01 Compliance

- A. Requirements of this article are required to be in the Contract by the provisions of Laws or Regulations. Omission of any required provision from this article does not diminish the effect of such Laws and Regulations or Contractor's obligation for compliance therewith.

19.02 Labor Discrimination

- A. Attention is directed to the following sections of the Labor Code:
 - 1. Section 1735. No discrimination shall be made in the employment of persons upon Public Works because of race, color, national origin or ancestry, or religion of such persons and every Contractor for Public Works violating this section is subject to all the penalties imposed for a violation of this chapter.
 - 2. Section 1420. It shall be unlawful employment practice, unless based upon a bona fide occupational qualification, or except where based upon applicable security regulations established by the United States or the States or the State of California:
 - a. For an employer, because of the race, religious creed, color, national origin, or ancestry of any person, to refuse to hire or employ him/her or to bar or to discharge from employment such person, or to discriminate against such person in compensation or in terms, conditions or privileges of employment.
- B. Furthermore, the City, as defined in Resolution NS-20,137 and Santa Cruz Municipal Code ("SCMC") Chapter 9.83, further prohibits discrimination on the basis of sexual orientation, height, weight and physical characteristics. Contractor agrees to abide by all of the foregoing statutes, regulations, ordinances and resolutions.

19.03 Local Hiring

- A. Contractor and Subcontractors shall comply with Santa Cruz Municipal Code (SCMC) Chapter 3.10, which is incorporated into the Contract by reference. SCMC Chapter 3.10 specifically requires the City's contractors and their subcontractors to make good faith efforts to hire qualified individuals who are local residents, as workers on City public works projects valued greater than the limit for formal bidding (as set forth in Laws and Regulations) unless prohibited by Laws or Regulations.
- B. Contractor and listed Subcontractors in the Subcontractor's Form must complete and submit to the City, after the award of the Contract and prior to City's issuance of the Notice to Proceed, the form entitled, "Good Faith Effort Statement for Local Hire," as contained in the Bidding Documents.
- C. Contractor must also complete and submit to the City, on a weekly basis, documentation of local hiring. The "Local Hire Residency Compliance" form (Exhibit X-3) must be submitted with certified payroll records.
- D. Failure to comply with any of the provisions of SCMC Chapter 3.10, including the maintenance of records, shall be deemed a breach of the Contract and may result in the Contractor being declared "non-responsible" by the City and ineligible for the award of future City contracts.

19.04 Department of Industrial Relations Requirements

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each

craft or type of work needed to be as published by the State of California Department of Industrial Relations (DIR), Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. Contractor shall cause a copy of the applicable minimum prevailing wage rates to be posted at the Site, in a prominent location easily visible to workers. Contractor and Subcontractors engaged in the Work shall pay workers not less than the applicable minimum prevailing wage rate. Excepted from such wage rates are construction projects where the Contract Price is \$25,000 or less, or projects of \$15,000 or less for alteration, demolition, repair, or maintenance work.

- A. If a Subcontractor worker engaged in the Work is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties therefor, unless Contractor had knowledge of that failure or unless Contractor fails to comply with all of the following requirements:
 - 1. Subcontract between Contractor and Subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2. Contractor must monitor payment of the specified general prevailing rate of per diem wages by Subcontractor by periodic review of Subcontractor's certified payroll records.
 - 3. Upon becoming aware of Subcontractor's failure to pay the specified prevailing rate of wages, Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due Subcontractor for performance of the Work.
 - 4. Prior to making final payment to Subcontractor, Contractor must obtain an affidavit signed under penalty of perjury from Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the Work and any amounts due pursuant to California Labor Code Section 1813.
- B. The work of installing, assembling, repairing or reconditioning, or other Work of any nature on machinery, equipment, or tools used in or upon the Work shall be considered a part of the Work to be performed under the Contract any laborers, workers, or mechanics working on such machinery, equipment, or tools, shall be subject to all of the requirements relating to labor set forth in the Contract.
- C. Construction, erection, and operation of material production, proportioning, or mixing plants from which material is used wholly on the Contract or on contracts performed for the City, shall be considered a part of the Work to performed under the Contract and any laborers, workers, or mechanics working on such plants shall be subject to all of the requirements relating to labor set forth in the Contract.

19.05 DIR Registration

- A. No contractor or Subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to California Labor Code Section 1725.5. Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. By

submitting its Bid or proposal to City, Contractor is certifying that Contractor has verified that all Subcontractors used on the Work are registered with the DIR in compliance with Labor Code Sections 1771.1 and 1725.5, and Contractor shall submit to City proof of registration.

19.06 Prevailing Wages

- A. In accordance with California Labor Code Section 1775, Contractor and Subcontractors engaged in the Work shall forfeit a penalty of up to \$200 per day for each worker engaged in the Work that Contractor or Subcontractor pays less than the specified prevailing wage. Amount of such penalty shall be determined by the Labor Commissioner. Contractor or Subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each day or portion thereof for which each worker was paid less than the prevailing wage rate.
- B. If it becomes necessary for Contractor or Subcontractor engaged in the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the director of the Department of Industrial Relations, Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19.07 Payroll Records

- A. In accordance with California Labor Code Section 1776, Contractor and each Subcontractor engaged in the Work must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the Project. Payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776. Contractor and Subcontractors shall furnish the payroll records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code Section 1771.4.

19.08 Apprenticeship

- A. In accordance with California Labor Code Section 1777.5, Contractor, on behalf of the Contractor and Subcontractors engaged in the Work, are responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on the Project.
- B. Contractor's attention is directed to the Section 1770 *et seq.* of the Labor Code concerning the employment of apprentices by Contractor or Subcontractor.

- C. Section 1777.5, as amended, requires Contractor and Subcontractors employing tradespersons in any apprentice occupation to apply to the joint apprenticeship committee nearest the Site and which administers the apprenticeship program in that trade for a certificate of approval. Certificate will also fix the ratio of apprentices to journeymen that will be used on the Work. Ratio of apprentices to journeymen in such cases shall not be less than one to five except:
 - 1. When unemployment in the area of coverage by the Joint Apprenticeship committee has exceeded an average of 15 percent in the 3 months prior to the request for certificate,
 - 2. When the number of apprentices in training in the area exceeds a ratio of one to five,
 - 3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
 - 4. When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
 - D. Contractor shall make contributions to funds established for the administration of apprenticeship programs if Contractor employs registered apprentices or journeymen in any apprentice trade on the Project and if other contractors working for City at the Site are making such contributions.
 - E. Contractor and Subcontractors shall comply with Sections 1777.5 and 1777.6 in the employment of apprentices.
 - F. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship standards and its branch offices.
- 19.09 Assignment of Unfair Business Practice Claims
- A. In accordance with California Public Contract Code Section 7103.5, Contractor and Subcontractors offer and agree to assign to City all rights, title, and interest in and to all causes of action Contractor or Subcontractors may have under Section 4 of the Clayton Act (15 USC. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the Contract. Such assignment shall be made and become effective at the time City issues final payment to Contractor, without further acknowledgement by the parties.

END OF SECTION

SECTION 00 73 01

SUPPLEMENTARY CONDITIONS

ARTICLE 1 – INTENT OF SUPPLEMENTARY CONDITIONS

- 1.01 These Supplementary Conditions amend or supplement the City of Santa Cruz General Conditions. The General Conditions remain in full force and effect except as amended.
- 1.02 The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

ARTICLE 2 – INSURANCE REQUIREMENTS

- 2.01 Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter from the date of final completion*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

A. Certificate Requirements

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

1. Certificate(s) will show current policy number(s) and effective dates,
2. Coverage and policy limits will meet, or exceed, requirements below,
3. The Certificate Holder will be City of Santa Cruz, Risk Management, 1200 Pacific Avenue, Suite 290, Santa Cruz, CA 95060,
4. Certificate will be signed by an authorized representative,
5. An endorsement, if required below, will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds, and
 - a. Coverages must be maintained during the term of the Agreement with the City, unless a longer duration is required

B. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** \$2,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE

Proof of coverage for \$2 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be at least twice the required occurrence limit.

2. **Professional Liability (Errors and Omissions):** \$2,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.

Consultant will maintain insurance appropriate to Consultant's profession; with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

3. **Automobile Liability:** Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
4. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Santa Cruz and United States Environmental Protection Agency for all work performed by Contractor, its employees, agents and subcontractors.

5. **Surety Bonds** as described below.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (APPLICABLE TO ALL CONTRACTORS AND SUBCONTRACTORS OF ANY TIER PERFORMING ANY REMOVAL, REMEDIATION, ABATEMENT, TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS MATERIALS AND/OR PROJECTS INVOLVING ENVIRONMENTAL HAZARDS) with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Santa Cruz requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz and United States Environmental Protection Agency.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

The City of Santa Cruz, United States Environmental Protection Agency, their respective officers, officials, employees, and authorized agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later editions are used).

2. Primary Coverage

For any claims related to this contract, Contractor's **insurance coverage shall be primary** coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Santa Cruz, **United States Environmental Protection Agency, their respective** officers, officials, employees, and authorized agents. Any insurance or self-insurance maintained by the City of Santa Cruz, **United States Environmental Protection Agency, their respective** officers, officials, employees, and authorized agents shall be excess of the Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Santa Cruz.

4. Waiver of Subrogation

Contractor hereby grants to the City of Santa Cruz a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Santa Cruz by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Cruz has received a waiver of subrogation endorsement from the insurer.

5. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Santa Cruz. The City of Santa Cruz may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Santa Cruz.

6. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Santa Cruz.

7. Claims Made Policies

If any of the required policies provide claims-made coverage:

- a. The Retroactive Date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for five (5) years after completion of contract work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or the start of work date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the City of Santa Cruz for review.
- e. If the services involve lead-based paint or asbestos identification/remediation, Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation,

Contractors' Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

8. Verification of Coverage

Contractor shall furnish the City of Santa Cruz with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City of Santa Cruz before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. The City of Santa Cruz reserves the right to require complete, certified copies of all required insurance policies, including declarations and endorsements required by these specifications, at any time.

9. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Santa Cruz and United States Environmental Protection Agency, and their respective officers, officials, employees, agents, and volunteers are additional insureds on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. Special Risks or Circumstances:

The City of Santa Cruz reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 3 - LIQUIDATED DAMAGES

3.01 Liquidated damages are the specified dollar amount the Contractor shall pay to the City as a result of the Contractor's failure to achieve Milestones, Substantial Completion, or Final Completion of the Work.

3.02 Contractor agrees that time is of the essence for this Contract and that City will suffer financial and other losses if the Work is not completed and/or Milestones are not achieved within the Contract Times, or as duly modified. If any Work has not occurred within the Contract Times, Owner will assess liquidated damages, as it is and will be impractical and extremely difficult to ascertain the actual damages which City will sustain in the event of and by reason of such delay. Contractor agrees that the liquidated damages listed below are reasonable estimates of damages for delay and will not be construed as a penalty. City shall have the right to deduct said liquidated damages from any amount due or that may become due the Contractor, or to collect such liquidated damages from the Contractor or its surety.

3.03 If Contractor neglects, refuses, or fails to complete the Work within the Contract Times (as duly adjusted pursuant to the Contract):

- A. Contractor shall pay City: \$500 as liquidated damages for each calendar day that expires after the time specified herein for Milestones or Substantial Completion.
- B. For delays after Substantial Completion, Contractor shall pay City: \$500 as liquidated damages for each calendar day that expires after the time specified herein for completion and readiness for final payment until the Final Completion of the Work.

- 3.04 Any progress payments by City after the scheduled completion date does not constitute a waiver of the City's right to liquidated damages.
- 3.05 If City recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are City's sole and exclusive remedy for such delay, and City is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay.
- 3.06 This provision shall not prevent City from seeking all damages and other remedies available to City under this Contract or by Law in the event of any other default by Contractor other than failing to complete the Work within the Contract Times.

ARTICLE 4 - ACCESS REQUIREMENTS

- 4.01 Authorized representatives of the City and the USEPA shall have access to, for the purpose of inspection, the work site(s), any books, documents, papers, and records of the contractor that are pertinent to this agreement at any reasonable time.

ARTICLE 5 – EXISTING UTILITY AVAILABILITY AND USE CHARGES

- 5.01 Construction water: Water, as required for City projects, may be obtained at City-owned fire hydrants provided that application is made to the Water Department and permission obtained. Coordinate with City to obtain a meter with a backflow prevention system for connection or bring water trucks for construction water. Contractor must comply with the City Meter Policy provided in Exhibit C. The application and fees can be found in Exhibit D. City will pay for water used directly and water shall not be billed with invoices to the City. City will not pay for water trucks brought to the site by the Contractor, except in cases of metered water not being available (e.g., during maintenance or unplanned outage). Contractor may submit revised meter connection requests during construction.

END OF SECTION

SECTION 00 73 43

COPELAND ANTI-KICKBACK ACT REQUIREMENTS

ARTICLE 1 – GENERAL

1.01 COPELAND ANTI-KICKBACK ACT

- A. Contractor shall comply with 18 CFR § 874, 40 CFR § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into the contract.
- B. Subcontracts: Each subcontract shall include the clause immediately above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach: A breach of the Contract clauses above may be grounds for termination of the Contractor for cause, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

END OF SECTION

SECTION 00 73 46
WAGE DETERMINATION SCHEDULES

United States Department of Labor
Wage and Hour Division
Davis-Bacon Wage Rates

END OF SECTION

SECTION 00 73 74

WATER INFRASTRUCTURE FINANCE INNOVATION ACT PROGRAM REQUIREMENTS

The intent of the Water Infrastructure Finance Innovation Act (WIFIA) Program Requirements is to complement and supplement other provisions of the Bidding Documents. However, if there are any conflicts between the WIFIA Program Requirements and other provisions of the Bidding Documents, the WIFIA Program Requirements shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the WIFIA Program Requirements, the more stringent provisions shall apply.

Contractor must submit with the bid a signed Certification of Compliance with WIFIA Program Requirements provided in Document 00 45 46.4.

ARTICLE 1 – GENERAL

1.01 PROJECT RECORDS

- A. Contractor and Subcontractors shall maintain separate books, records and other materials relative to Project. Contractor shall submit a copy of all such records to the City with receipt of final payment. Contractor and Subcontractors shall make such books, records, and other material available at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the City, the United States Environmental Protection Agency (USEPA), or any authorized representatives of the aforementioned. Contractor and Subcontractors shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. Contractor shall include a similar duty regarding audit, interviews, and records retention in all subcontracts related to the Contract. Obligations under this provision shall survive the expiration or termination of the Contract.

1.02 COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS

- A. In any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided that such modifications are first approved by the Department of Labor):

- (1) Minimum wages.

- i All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- ii The WIFIA assistance recipient, City of Santa Cruz, on behalf of the U.S. Environmental Protection Agency (EPA), shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFIA assistance recipient shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- iii If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the WIFIA assistance recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to the Administrator of the Wage and Hour Division (WHD Administrator), U.S. Department of Labor, Washington, DC 20210. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.
- iv In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the WIFIA assistance recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the WIFIA assistance recipient shall refer the questions, including the views of all interested parties and the recommendation of the WIFIA assistance recipient, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the WIFIA assistance recipient or will notify the WIFIA assistance recipient within the 30-day period that additional time is necessary.
- v The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- vi. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- vii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside

in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding the City of Santa Cruz, shall upon written request of the WIFIA Director or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the WIFIA Director may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records.

- i Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification

of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii {no text here}

(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to City of Santa Cruz. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to City of Santa Cruz, for transmission to the EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to City of Santa Cruz.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- i That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- ii That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from

the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- iii That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- iv The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 1.02(A)(3)(ii)(2) of this section.
- v The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- vi The contractor or subcontractor shall make the records required under paragraph 1.02(A)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of City of Santa Cruz, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA may, after written notice to the City of Santa Cruz, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

- i Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the WHD Administrator determines that there is an apprenticeship program associated with

the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Refer to Specification 00 73 43 Copeland Anti-Kickback Act Requirements.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and City of Santa Cruz, EPA, the U.S. Department of Labor, or

the employees or their representatives.

(10) Certification of eligibility.

- i By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- ii No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- iii The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

B. Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (B)(1), (2), (3), and (4) of this section shall be inserted in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR § 5.5(a). As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Santa Cruz shall upon its own action or upon written request of an authorized representative of the Department of Labor, or the EPA, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. In addition to the clauses contained in paragraph (B), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the EPA shall cause or require the City of Santa Cruz to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the City of Santa Cruz, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

1.03 DEBARMENT AND SUSPENSION, EXECUTIVE ORDER 12549, 51 FR 6370, FEBRUARY 21, 1986

A. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

1.04 NEW RESTRICTIONS ON LOBBYING, 31 USC 1352

- A. Federal Lobbying Restrictions: Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

1.05 CIVIL RIGHTS, NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES

- A. CIVIL RIGHTS OBLIGATIONS. Contractor shall comply with the following federal non-discrimination requirements:
 - (1) Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - (2) Section 504 of the Rehabilitation Act of 1973, 29 USC 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and 11250, 30 FR 13003, October 13, 1965, which prohibits discrimination against persons with disabilities.
 - (3) The Age Discrimination Act of 1975, 42 USC 6101 et seq, which prohibits age discrimination.
 - (4) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - (5) 40 CFR Part 7, as it relates to the foregoing.
 - (6) Equal Employment Opportunity, EO 11246, 30 FR 12319, September 28, 1965
- B. Equal Employment Opportunity Obligations Under EO 11246:
 - (1) The Contractor shall comply with Executive Order 11246, entitled 'Equal

Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- (2) Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.
- (3) During the performance of this contract, the contractor agrees as follows:
 - i The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - ii The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii The contractor will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971B.

C. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) located at 41 CFR 60-4.3:

(1) As used in these specifications:

i “Covered area” means the geographical area described in the solicitation from which this contract resulted;

ii “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

iii “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

iv “Minority” includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to

demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- i Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- ii Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- iii Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- iv Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- v Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- vi Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least

once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- vii Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- viii Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- ix Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- x Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- xi Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- xii Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- xiii Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually

monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- xiv Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - xv Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - xvi Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action

standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

D. Segregated Facilities, 41 CFR 60-1.8

(1) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

E. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) located at 41 CFR § 60-4.2:

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	Goals for minority participation for each trade	Goals for female participation for each trade
Term of Contract	There is no specific goal for minority participation	There is not specific goal for female participation

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in

each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- (4) As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is the City of Santa Cruz Graham Hill Water Treatment Plant (Santa Cruz, CA).

1.06 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES (DBE) IN PROCUREMENT UNDER EPA FINANCIAL ASSISTANCE AGREEMENTS, 73 FR 15904

- A. Contractor agrees to comply with the requirements of USEPA’s Program for Utilization of Small, Minority and Women’s Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp. Contractor shall comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

1.07 AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

- A. The Contractor acknowledges to and for the benefit of City of Santa Cruz (“Purchaser”) and the United States Environmental Protection Agency (“EPA”) that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as “American Iron and Steel” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by

the Contractor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

1.08 ENVIRONMENTAL COMPLIANCE

- A. The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15.

END OF SECTION

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section describes special requirements and construction constraints that may affect the Work. These requirements and constraints are in addition to those appearing elsewhere in the specifications.

1.02 SUBMITTALS

- A. Submit detailed proposal for any proposed work outside of the normal work hours defined below. Include description of any measures proposed to minimize or mitigate impacts to nearby residents.

1.03 WORK HOURS

- A. Normal work hours, including related site activities of any kind are limited 8:00 a.m. to 5:00 p.m. on work days (Mondays through Fridays except for City holidays). Work outside of these hours requires prior consent of the Construction Manager. The City will consider approval of an extension of work hours for specific work activities if the Contractor can show that sufficient measures will be taken to minimize noise, light, traffic and other potential impacts on local residents.

- B. City holiday closures:

1. New Years Day, January 1st
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day, July 4th
6. Labor Day (1st Monday in September)
7. Veteran's Day
8. Thanksgiving Day and following Friday
9. Christmas Day, December 25th

10. When a holiday falls on a Sunday, the following Monday is observed as the holiday. When a holiday falls on a Saturday, the preceding Friday is observed as the holiday.
11. The City offices are closed for two weeks surrounding the winter holidays, typically December 24th through January 1st.

1.04 MAINTENANCE OF FACILITY OPERATION

- A. The Contractor will be performing work at or near operating telecommunications, water storage, water treatment, and water distribution sites. Under these conditions, extra precautions will be necessary to ensure that no damage occurs to those treatment or distribution facilities, including piping, utilities, roads, and structures, that are to remain in operation and are not to be modified or replaced. Any temporary facilities, materials, equipment and labor required to achieve these objectives shall be provided by the Contractor at its own expense. At the completion of work, all such temporary facilities, materials and equipment remaining shall be removed from the site.

1.05 GENERAL ACCESS

- A. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. The Contractor will be permitted to add their own combination lock to the gate. Following completion of the Work, the Contractor will remove their lock.

1.06 SITE SAFETY AND SECURITY

- A. The Contractor will be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damages, injury, or loss to: (1) all persons on the Site who may be affected by the Work; (2) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and (3) other property at the Site or adjacent thereto, including trees, shrubs, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction. Contractor will comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and will erect and maintain all necessary safeguards for such safety and protection.
- B. Contractor will be solely responsible for safety training and documentation. Contractor will provide the City with Contractor's Injury and Illness Prevention Plan and site safety plan with designated safety officer. All employees will be current on all safety training and Contractor will provide training documentation for all employees.

- C. The Contractor will ensure the site is secure at the end of each day and will comply with all Water Department and City security procedures.

1.07 CONSTRUCTION NOISE

- A. All work shall be performed in accordance with local noise ordinances, including Santa Cruz County sound control and noise level regulations, as applicable. The noise ordinance is referenced in Section 01 41 33 Environmental Regulatory Requirements 1.02 B 11.

1.08 SCHEDULING CONSTRAINTS

- A. The nesting bird season is February 1 to August 31. The non-nesting season is September 1 to January 31. If ground disturbance occurs prior to August 31, the City will perform a nesting bird survey 7 days before. If a bird nest is found, bird nest buffers shall be observed by the Contractor until the young have fledged. Vegetation and tree trimming, clearing, or removal is prohibited from disturbing nesting birds per the Migratory Bird Treaty Act. Consider scheduling these activities outside of nesting bird season to avoid requirement for nesting bird surveys and potential work delays if nesting birds are identified.

1. Should nesting birds be discovered at the time Contractor mobilizes on site that impact Contractor's approved schedule, the Contractor shall modify the schedule in such a way to minimize impacts on overall schedule and cost.
2. After mobilizing on site, Contractor shall implement all reasonable measures to discourage birds from constructing nests in areas where construction has not yet commenced but may impact the Project schedule. Employ non-lethal methods to exclude/discourage birds from areas and to prevent potential conflicts. The City does not allow monofilament nylon netting to be used to deter birds from nesting. Should nesting birds be discovered despite such measures, the Contractor shall modify the schedule in such a way to minimize impacts on overall schedule and cost.

1.09 UTILITIES

- A. Do not interrupt utilities serving facilities occupied by City or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Contractor to notify CM not less than 1 week in advance of proposed utility interruptions. The interruption is subject to City approval. Contractor notification must include proposed length of outage and should be no more than 48 hours.

2. Outages should be scheduled Tuesday, Wednesday, or Thursdays (not weekends). Utilities include electrical and communications.
3. Obtain CM's written permission before proceeding with utility interruptions.

1.10 MISCELLANEOUS OTHER RESTRICTIONS

- A. Smoking: Due to the fire hazard, smoking will only be permitted at designated approved areas on the Site.

PART 3 – NOT USED

END OF SECTION

SECTION 01 22 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Apportionment of the Work among the various bid/pay items.
 2. Payment for lump sum bid items will be made at the price bid for each item listed on the Bid Form or as extra work as provided in the General Conditions.
 3. Payment for unit price bid items will be based on the measurements and quantities described on the Bid Form. These items include unit price and lump sum price items. Variations in bid quantity will be as provided in Article 13 of the General Conditions and defines how work items are measured and paid for on Unit Price Contracts.

1.02 ALL WORK – GENERAL

- A. Predecessors to Payment
1. Initial progress payment will not be made prior to approval by the CM of the Construction Progress Schedule, the Subcontractor Payment Report, and the Schedule of Submittals.
 2. No subsequent progress payment will be made prior to receipt by the CM of the monthly revision of the Construction Progress Schedule and of the Subcontractor Payment Report.
 3. No subsequent progress payment will be made prior to receipt by the CM of Certified Payrolls for the previous month. If the Certified Payrolls are not complete or contain errors, the CM will withhold from payment the gross amount of the portion of previous month's payroll that is in question until the matter is resolved. Contractor shall provide documentation that certified payrolls have been submitted to the California Department of Industrial Relations.
- B. The items indicated in this Section are the same bid/pay items indicated in the Contract and in the Bid Form and constitute all pay items for completing the Work. For measurement and payment of individual bid items, refer to Exhibit A Technical Provisions.

- C. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant or facility services, Contractor's or Construction Manager's (CM's) field offices, layout surveys, Project signs, sanitary requirements, testing, safety provisions and safety devices, Submittals and record documents, water supplies, power and fuel, maintenance of traffic, removal of waste, security, coordination with City's operations, information technology (including hardware, software, and services) required during construction, bonds, insurance, or other requirements of the General Conditions, Supplementary Conditions, Division 01 Specifications, and other requirements of the Contract Documents.
- D. Compensation for all services, items, materials, and equipment shall be included in prices stipulated for the lump sum Work and items of Unit Price Work indicated in this Section and included in the Contract.
- E. Each lump sum and unit price shall include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- F. Payment for items labeled "install" shall include full compensation for all labor, materials, tools and equipment to install City -furnished equipment, complete in place as specified and shown on the Contract Documents. Payment for all other items shall include full compensation for all labor, materials, tools and equipment to furnish and install the item complete in place as specified and shown on the Contract Documents. Payment for all items shall include associated cleaning, priming, flushing, calibrating and testing.

1.03 UNIT PRICE WORK ITEMS

- A. Payment for Unit Price Work at the unit prices indicated in the Contract shall be full compensation to Contractor for the associated Unit Price Work.
- B. Where the quantity eligible for payment for a given item of Unit Price Work exceeds the quantity in the Contract for that item, City will pay overruns at the contracted unit price for that item to the extent that underruns in other items of Unit Price Work exist and do not require the City to pay an amount greater than the Contract Price. When necessary, City and Contractor will sign Change Order(s) to adjust quantities of Unit Price Work as appropriate.
- C. Unless otherwise indicated in the Contract Documents, measured quantities eligible for payment will be rounded to the nearest whole number.
- D. Measurement – General:
 - 1. Measurement for progress payments shall be by, or approved by, Construction Manager based on actual quantities provided in accordance with the Contract Documents. Actual quantities eligible for payment,

whether or not included in a prior Application for Payment, are subject to adjustment for corrections, incomplete Unit Price Work, or defective Work.

2. Unless expressly indicated as being included in another item of the Work, or unless otherwise indicated in the Contract Documents, unit prices for all items of Unit Price Work include all related Work and direct and indirect costs necessary for complete and functional Work in accordance with the Contract Documents.
3. Prior to final payment, quantities of Unit Price Work in the Contract will be adjusted to equal the final quantities of Unit Price Work provided in accordance with the Contract Documents and measured by Construction Manager.

E. Payment – General:

1. Progress payments shall be in accordance with the Contract Documents based on estimated quantities provided, paid at the associated unit price for that item as set forth in the Contract.
2. The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.

F. Estimated Quantities Included in Contract

1. Estimated quantities for items of Unit Price Work, as included in the Contract, are approximate only and are included solely for purpose of comparing Bids and pricing. City does not expressly or by implication agree that nature of materials encountered below the ground surface, or actual quantities of material encountered or required, will correspond with the quantities included in the Contract on the Effective Date of the Contract, and reserves right to increase or decrease quantities, and to eliminate quantities, as City may deem necessary. Unless indicated otherwise in the Supplementary Conditions, Contractor or City will not be entitled to adjustment in unit price(s) of Unit Price Work items as a result of change in estimated quantity and agree to accept the unit prices accepted in the Bid as complete and total compensation for additions caused by changes or alterations in the Unit Price Work directed by City.

1.04 LUMP SUM WORK ITEMS

- A. Payment for lump sum items shall be made only upon satisfactory completion of the entire task as determined by the City Representative.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

Aquifer Storage and Recovery Beltz 9 Pilot
Test Site Preparation and Monitoring Well

01 22 00 - 4

25.200

Measurement and Payment

SECTION 01 35 23
SAFETY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Establishes General Provisions regarding the Contractor's role for safety.

1.02 GENERAL PROVISIONS

- A. The Contractor must ensure job-site safety and compliance with all pertinent Title 8, California Code of Regulations Cal/OSHA, and Title 29, Code of Federal Regulations (OSHA).
- B. At a minimum, the Contractor must comply and become familiar with all of the City's Safety Policies. A copy of the City's Safety Policies is provided in Exhibit E. There may be additional safety requirements in the technical specifications. The specific City Safety Policies include:
 - 1. Hazard Communication
 - 2. Hearing Conservation
 - 3. Heat Illness Prevention
 - 4. Injury Illness Prevention
 - 5. Lead Compliance
 - 6. Lockout Tagout
 - 7. Work Zone Safety
- C. Contractor is solely and exclusively responsible for maintaining job-site safety and compliance with all pertinent Groups and Articles set forth in Title 8, California Code of Regulations (Cal/OSHA), and Title 29, Code of Federal Regulations (OSHA) as applicable.
- D. The Contractor will appoint an on-site Emergency Response Manager (ERM).
 - 1. The ERM will be the single point of contact for all emergency related matters. This role may be performed by the Contractor's safety representative.
 - 2. In case of any emergency, the ERM will call 9-1-1 to notify local authorities.

3. In the case of unplanned or unanticipated water supply outages, the ERM will call (831) 420-5457 which is the City 24/7 operations desk.
- E. Provide for public safety when working in at any location where the public has access.

1.03 SUBMITTALS

A. Project Health And Safety Plan:

1. The Contractor shall develop a Site Specific Health and Safety Plan (SSHP). This submittal shall be furnished upon request from the City. The City will not approve the SSHP, rather only accept and acknowledge the Contractor has it complete.

END OF SECTION

SECTION 01 41 33

ENVIRONMENTAL REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Description of the environmental requirements for this Project.
2. Permits obtained by the City in which the Contractor must meet requirements.
3. List of environmental work activities.

1.02 DESCRIPTION

A. Work Included:

1. Implement required environmental plans, procedures, and controls during performance of the Work in accordance with Exhibit E and comply with the conditions per the resource agency permits acquired by the City. The City will file a Notice of Exemption from the California Environmental Quality Act. The City has or will obtain the following permits:
 - (a) Coastal Development Permit minor amendment.
2. Contractor is responsible for complying with the Statewide General NPDES Permit for Drinking Water System Discharges (SWRCB Order WQ 2014-0194-DWQ, General Order No. CAG 140001), available for download here:

https://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf

The City has filed a Notice-of-Intent (NOI) to discharge and has been enrolled under the General Discharge Permit. Only discharges meeting the NPDES requirements shall be discharged to storm drain system, which will be dependent on both the discharge water and receiving water conditions. The CM will routinely monitor project discharges and the receiving water conditions for compliance with the NPDES requirements

during the project. Under no circumstances shall discharges occur to the storm drain system without the approval of the CM.

3. Refer to Exhibit A, Technical Provisions Section 107.
4. Meet with the City Representative prior to commencement of the Work to review the project environmental requirements as applicable to the Contractor's procedures and to develop mutual understandings relative to compliance with the environmental protection requirements and administration of the Contractor's environmental pollution control programs.
 - (a) Contractor and all subcontractor personnel shall be advised the City Representative of applicable environmental requirements at the Pre-Construction Conference prior to accessing or performing work in the project construction work limits.

B. Site Activities

1. Timing and schedule restrictions: Refer to Section 01 14 00 Work Restrictions.
2. No debris, soil, silt, sand, bark, slash, sawdust, asphalt, rubbish, paint, oil, cement, concrete or washings thereof, oil or petroleum products, or other organic or earthen materials from construction activities shall be allowed to enter into storm drains or surface waters or be placed where it may be washed by rainfall or runoff outside the construction limits. When operations are completed, excess materials or debris shall be removed from the work area in accordance with all applicable regulations.
3. Excess material shall be disposed of in locations approved by the City Representative consistent with all applicable legal requirements and disposal facility permits.
4. Do not create a nuisance or pollution as defined in the California Water Code. Do not cause a violation of any applicable water quality standards for receiving waters adopted by the California Central Coast Regional Water Quality Control Board or the State Water Resources Control Board, as required by the Clean Water Act.
5. Clean up all spills and immediately notify the City Representative in the event of a pollutant or potential pollutant spill. Spill kits to be ready and available on site at all times.
6. Stationary equipment such as motors, pumps, and generators, shall be equipped with drip pans.

7. Divert or otherwise control surface water and waters flowing from existing projects, structures, or surrounding areas from coming onto the work and staging areas. The method of diversions or control shall be adequate to ensure the safety of stored materials and of personnel using these areas. Following completion of Work, ditches, dikes, or other ground alterations made by the Contractor shall be removed and the ground surfaces shall be returned to their former condition, or as near as practicable, in the City Representative's opinion.
8. Maintain construction sites to ensure that drainage from these sites will minimize erosion of stockpiled or stored materials and the adjacent native soil material.
9. Furnish all labor, equipment, and means required and carry out effective measures wherever, and as often as necessary, to prevent Contractor's operations from causing visible dust emissions to leave the work areas. These measures shall include, but are not limited to, providing additional watering equipment, reducing vehicle speeds on haul roads, restricting traffic on haul roads, covering haul vehicles, and applying a City Representative approved, environmentally safe, dust palliative to well-traveled haul roads. The Contractor shall be responsible for damage resulting from dust originating from its operations. The dust abatement measures shall be continued for the duration of the Contract. Water the site in the morning and evening, as necessary, and clean vehicles leaving the site as necessary to prevent the transportation of dust and dirt (and invasive species) onto public roads. Dust control involving water shall be done in such a manner as to minimize waste and runoff from the site.
10. Furnish all labor, equipment, and means required to prevent excessive noise from Work activities.
11. Comply with all local noise ordinances, including limiting temporary increases in ambient noise levels during construction, including vehicle backup alarms, to 75 dBA during daytime and 60 dBA during nighttime at adjacent private property lines per Santa Cruz County Municipal Code Chapter 8.30 (Noise). Limit any transient ground borne vibrations from the use of controlled detonation to 0.24 inches per second peak particle velocity at nearby private residences.
12. All construction equipment shall be properly serviced and maintained in good operating condition to reduce emissions. Contractor shall make copies of equipment service logs available upon request.
13. Any chemical or hazardous material used in the performance of the Work shall be handled, stored, applied, and disposed of consistent with all applicable federal, state, and local laws and regulations. All hazardous or toxic materials that could be deleterious to aquatic life that could be

washed into State waters or their tributaries shall be contained in water tight containers or removed from the project site. Contractor shall prevent concrete dust from entering stream flow at any time.

14. Contaminated materials excavated and removed from the construction area shall be disposed of consistent with all applicable local, state, and federal laws and regulations. Contractor shall clean all vehicle tires for invasive species when entering and leaving the work site.
15. Construction equipment, building materials, fuels, lubricants and solvents shall not be stockpiled or stored where contaminants could be washed into State waters or where they will cover aquatic or riparian vegetation.
16. Contractor must follow the City's Integrated Pest Management (IPM) policy for herbicides or pest management. Use of Pesticides Containing Glyphosate for Weed Abatement is prohibited.
17. The Contractor shall limit vehicles speeds to 15 MPH when onsite regardless if hauling material or not. Construction zone speed limit at the construction site is 15 MPH.

1.03 DEFINITIONS

- A. Hazardous waste: A waste or combination of wastes as defined in 40 CFR 261.3, or regulated as hazardous waste in California pursuant to Chapter 11, Division 4.5, Title 22, California Code of Regulations, and Chapter 6.5, Division 20, California Health and Safety Code, or those substances defined as hazardous wastes in 49 CFR 171.8.

PART 2 - NOT USED

PART 3 - EXECUTION

3.01 WATER DISCHARGE/CONTROL

- A. The contractor shall comply with the NPDES Discharge Permit from California Central Coast Regional Water Quality Control Board for Drinking Water System Discharges referenced in Exhibit A, Technical Provisions Section 107.

3.02 WASTE DISPOSAL

- A. Contractor shall be responsible for all costs of disposal of construction and demolition waste material and liquid wastes generated by Contractor's work.
- B. Contractor shall be responsible to properly contain, remove, and dispose of waste regularly to avoid attracting wildlife.

- C. Transport and dispose of materials in accordance with all local, state, and federal laws, rules, and regulations.

3.03 EMISSIONS CONTROL

A. Air Quality and Emissions Control

1. During the performance of the work, the Contractor must comply with all of the best management practices for air quality control listed in Exhibit E.
2. The Contractor shall utilize line power instead of diesel generators at all construction sites where line power is available.
3. The Contractor shall ensure that for operation of any stationary, compression-ignition engines as part of construction, comply with Section 93115, Title 17, California Code of Regulations, Airborne Toxic Control Measure for Stationary Compression Ignition Engines, which specifies fuel and fuel additive requirements as well as emission standards.
4. Fixed temporary sources of air emissions (such as portable pumps, compressors, generators, etc.) shall be electrically powered unless the Contractor submits documentation and receives approval from the City Representative that the use of such equipment is not practical, feasible, or available. All portable engines and equipment units used as part of construction shall be properly registered with the California Air Resources Board or otherwise permitted by the appropriate local air district, as required.
5. Contractor shall implement standard air emissions controls such as:
 - (a) Minimize the use of diesel generators where possible.
 - (b) Limit idling of off-road compression ignition vehicles to 5 minutes or less per regulation Title 13 Section 2455 CCR.
 - (c) Minimize unnecessary idling of mobile construction equipment.
 - (d) Follow applicable regulations for fuel, fuel additives, and emission standards for stationary, diesel-fueled engines.
 - (e) Perform regular low-emission tune-ups on all construction equipment, particularly haul trucks and earthwork equipment.
6. Contractor shall implement the following measures to reduce greenhouse gas emissions from fuel combustion:

- (a) On road and off-road vehicle tire pressures shall be maintained to manufacturer specifications. Tires shall be checked and re-inflated at regular intervals.
- (b) Construction equipment engines shall be maintained to manufacturer's specifications.
- (c) Demolition debris shall be recycled for reuse to the extent feasible (excluding wood treated with preservatives).

3.04 NOISE CONTROL

- A. Comply with sound control and noise level rules, regulations and ordinances as required herein and in the CEQA documents which apply to any work performed pursuant to the contract. Contractor is responsible for taking appropriate measures, including muffling of equipment, selecting quieter equipment, erecting noise barriers, modifying work operations, and other mitigations as needed to bring construction noise into compliance.
- B. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- C. Best available noise control techniques (including mufflers, intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds) shall be used for all equipment and trucks, as necessary.
- D. Truck operations (haul trucks and concrete delivery trucks) will be limited to the hours specified in Section 01 14 00 Work Restrictions.

3.05 PROTECTION OF TREES TO REMAIN

- A. Tree Protection shall be implemented for all trees in proximity to construction operations. Appropriate buffer distances shall be identified by the City and implemented by the Contractor to ensure the root zones and canopies of residual trees are not damaged during construction activities. Any trees that are damaged or die during construction are the responsibility of the Contractor to replace.
- B. Tools and equipment used in tree and vegetation trimming, clearing, and removal shall be sanitized before use on the project site to prevent pathogen spread.
- C. Neatly trim or cut injured portions of any damaged branches, limbs, and roots smoothly and neatly without splitting or crushing.
- D. Tree sealers, grafting wax, or similar products shall not be used.

END OF SECTION

EXHIBIT A
TECHNICAL PROVISIONS

Exhibit Follows



**SANTA CRUZ WATER DEPARTMENT
BELTZ 9 ASR PILOT TEST PROJECT**

TECHNICAL PROVISIONS

- Section 100 - Intent of Contract Documents
- Section 101 - Purpose
- Section 102 - Location
- Section 103 - Local Conditions and Geology
- Section 104 - Qualifications of Contractor
- Section 105 - Construction Schedule
- Section 106 - Overview of Work to be Done
- Section 107 - Other Work Required
- Section 108 - Services Provided to Contractor
- Section 109 - Water Supply for Construction



SECTION 100 - INTENT OF CONTRACT DOCUMENTS

It is the intent of the Contract Documents to provide the Santa Cruz Water Department (SCWD) with 1) a monitoring well at the Beltz 9 well site, 2) preparation of the Beltz 9 well for an aquifer storage and recovery (ASR) pilot test program, and 3) the installation of temporary ASR facilities in the well and at the site to facilitate the ASR pilot test.

SECTION 101 - PURPOSE

The purpose of the project is to prepare the existing Beltz 9 municipal production well for ASR pilot testing and to install temporary equipment in the well and an above-ground injection piping system at the site to allow ASR pilot testing to be performed. The monitoring well will be used to collect water-level and water-quality data in the aquifer system during the ASR testing of the well. The information developed during the ASR pilot test program will be utilized by the SCWD to evaluate the Beltz 9 well as a potential permanent ASR well to increase community water supplies.

SECTION 102 - LOCATION

The site is located on 30th Ave in the Live Oak area of Santa Cruz County as shown in **Figure 1**. It will be the responsibility of the Contractor to have inspected the site and to make provisions for physically moving onto and off the site with personnel, equipment and supplies, and material.

SECTION 103 - SITE CONDITIONS AND GEOLOGY

The Beltz 9 well site is located in the western portion of the Santa Cruz Mid-County Groundwater Basin (MGB). The Purisima Aquifer constitutes the western portion of the MGB. The hydrogeology of the Purisima Aquifer has been documented in detail in reports prepared by the United States Geological Survey (USGS), the California Department of Water Resources (DWR), and various individual consultants and consulting firms. These documents describe the stratigraphy, structure, and hydraulic characteristics of the regional aquifer systems. The most recent comprehensive study was prepared for the Soquel Creek Water SCWD (SqCWD) by Johnson, et al, (2004), which synthesizes more than 35 years of previous investigations and forms the primary basis for the description presented herein.

As described, the Purisima Aquifer consists of several distinct zones within the geologic Purisima Formation (Tp). The Purisima Formation is a consolidated to semi-consolidated marine sandstone with siltstone and claystone interbeds and an uneroded thickness of approximately 2,000 feet. The Purisima Aquifer has been subdivided by Johnson (2004) into hydrostratigraphic units (from youngest to oldest, Aquifer Units F through Tu) for purposes of conceptualizing the distribution of hydrogeologic properties and pumping stresses. Underlying the Purisima Formation are older sedimentary formations, the presence of which varies depending on location.

The hydrostratigraphy of the Beltz 9 site is well established from the lithologic and geophysical logs for the well suggests the following stratigraphic interpretation:

Table 1. Site Hydrostratigraphy

Hydrostratigraphic Unit ¹	Depth (feet bgs)	Thickness (feet)
Terrace Deposits	0 – 15	15
A Aquifer Unit	15 – 200	185
AA Aquifer Unit	185 – 240*	55+

Notes:

1 – Designations based on Johnson (2004)

* - Total depth of borehole

Due to the dip in the formation, only remnants of the Purisima Formations lower-most strata occur within the SCWD service area, and the younger Aquifers F through B stratigraphic units are not present at the Beltz 9 well site.

The Beltz 9 well was drilled and constructed in 1998 by Maggiora Bros. Drilling under the supervision of Fugro West, Inc. An as-built schematic of the well is presented on **Figure 2** and a summary of the as-built well construction features of the well is presented below in **Table 2**:

Table 2. As-Built Well Construction Summary

Design Feature	As-Built	Comment
Total Well Depth (ft bgs)	230	
Seal Depth (ft bgs)	90	10.5-sack cement sand slurry
Casing Material	Mild Steel x Stainless Steel	14-inch Blank and Screen
Screen Interval (ft bgs)	110 – 200	A Unit
Total Screen Length (feet)	90	
Perforation Aperture	0.040-inch slots	Stainless Steel Wire-Wrapped
Gravel Pack (gradation)	8 x 20	RMC Lonestar Lapis Lustre Sand
Cellar Section (ft bgs)	200 - 230	

The well is equipped with a 40-HP submersible pump assembly set on 6-inch-diameter Certa-Lok PVC drop pipe. The existing electrical service at the site consists of 200-amp service with a variable frequency drive (VFD) rated for 40 HP.

SECTION 104 - QUALIFICATIONS OF THE CONTRACTOR

Bidders shall hold a valid Class C-57 California Contractor's License. Concurrent with the bid submittal, the contractor will submit a list of monitoring wells he has constructed that



measure at least 250 feet in depth and which are of similar diameter and design as the well to be constructed for the SCWD in the past 5 years. Contractor also shall have a minimum of 5 years of experience in well servicing and rehabilitation work. The list shall include the construction dates of these monitoring wells and the dates of the well servicing projects.

The monitoring well will be drilled by the direct-rotary drilling method with drilling equipment of sufficient capacity to drill the holes required by these specifications to a depth of approximately 250 feet. All drilling equipment including mast and drawworks, air compressors, drilling fluid pumps, drill pipe, etc., must be of requisite size, sufficient capacity, and suitable condition to drill and set casing to the anticipated depths. The drill rig utilized must have the ability to fully lift and land the anticipated casing loads without the use of float plugs or other similar methods.

Equipment necessary for preparing the existing Beltz 9 well for ASR pilot testing shall include, but not be limited to, the following items:

- Pump rig capable of lifting the bailer or surge block at a minimum velocity of 3 feet/second at the bottom of the well
- Fishing (debris retrieval) tools (as necessary)
- 14-inch-nominal-diameter Nylon brush block (weighted)
- 14-inch-nominal-diameter by 10-foot separation, dual-swab isolation tool with air-lift pumping capability.
- Portable storage tank(s) (e.g., 5,000-gallon "low-boy" tank) for temporary storage and solids settling of well discharge water
- Pump(s) for transferring fluids from tanks to connection to existing raw water pipeline at the Beltz 9 well head discharge piping
- Temporary piping and valves for well pump discharge and storage tank piping

The Contractor shall be solely responsible for the condition of his equipment and shall maintain an inventory of necessary spare parts for the timely repair of equipment in the event of a failure or breakdown. No payment shall be made for standby time or equipment rental caused by a breakdown or failure of the Contractor's equipment.

SECTION 105 - CONSTRUCTION SCHEDULE

It is anticipated that the SCWD will issue notice-to-proceed (NTP) on or about August 15, 2023. The Contractor shall begin work within fourteen (14) calendar days of receipt of NTP and shall not begin work before September 1, 2023. Completion of the monitoring well must be accomplished within thirty-five (35) calendar days following receipt of NTP and well rehabilitation completed within 50 calendar days of NTP. All of the remaining work is to be completed within two hundred (200) calendar days of NTP.

The Contractor shall perform work on an approximate 8-hour per day schedule, between the hours of 8 a.m. and 5 p.m., Monday through Friday, and without significant delays. Monitoring well drilling operations are anticipated to begin in early September 2023 and the project's total construction time is estimated to be 200 calendar days. It is understood that the Contractor will anticipate any adverse weather conditions and will take the necessary measures to ensure that work will progress to the completion of the project.

A construction schedule must be submitted with the bid for review by the SCWD for the bid to be considered responsive.

SECTION 106 - OVERVIEW OF WORK TO BE DONE

Work includes the furnishing of all materials, labor, equipment, fuel, tools, transportation, and services for drilling, construction, development, temporary fluid storage and conditioning facilities necessary to complete the work outlined in these specifications and as directed by the Owner's Technical Representative (OTR).

Monitoring Well

While the final design of the monitoring well may change, the general work required applicable to the project include:

1. Acquisition of a well drilling permit from the Santa Cruz County Environmental Health Services Agency;
2. Mobilize equipment and materials to the site;
3. Installation of a 16-in-dia conductor casing to a depth of 20 feet;
4. Pilot hole drilling;
5. Geophysical logging;
6. Monitoring well construction (casing installation, gravel packing, and placement of annular seal);
7. Development of the monitoring well by air-lifting pumping;
8. Installation of a traffic-rated, water-tight manhole, and;
9. Site clean-up and de-mobilization of equipment and materials from the site.

The desired location for the monitoring well at the site is shown on **Figure 3** and preliminary design schematic of the Beltz 9 MW is shown on **Figure 4**

The tentative well design features of the subject wells are presented in the table below:

Item	Beltz 9 MW
Pilot Hole Depth, ft bgs	215
Casing Depth, ft bgs	210
Casing Material/Diameter	2 in, Sch. 40 PVC
Screen Interval, ft bgs	110 – 200
Gravel Pack Interval, ft bgs	90 – 215
Annular Seal Depth, ft bgs	90

Preparation of Beltz 9 for ASR

The downhole preparation (i.e., mechanical cleaning or “rehabilitation”) of the existing Beltz 9 well for ASR testing generally consists of the following:

1. Removal of the existing SCWD pump and appurtenances from the well for cleaning, inspection and temporary storage
2. Pre-rehabilitation video surveying
3. Nylon brushing the well screen
4. Bailing the well to bottom
5. Simultaneous air-lift pumping/swabbing of the well screen
6. Post-rehabilitation acceptance video surveying

Temporary ASR Pilot Test Setup

The Temporary ASR Pilot Test Setup work generally consists of the following:

1. Fabrication of temporary well head seal plate
2. Installation of test pump, temporary MCC, injection drop tubes, and related appurtenances
3. Well disinfection
4. Installation of temporary injection and discharge piping, valving and metering
5. Rental of test equipment for a period of approximately 6 months
6. Removal of temporary pump, piping, valving, metering, etc.
7. Reinstallation of SCWD permanent pump, piping and appurtenances into the well
8. Well disinfection



SECTION 107 - OTHER WORK REQUIRED

Compliance with Applicable Laws and Regulations

The Contractor shall perform all work in strict accordance with all Federal, State, and local regulations, including those applying to the handling, transportation, and disposal of chemicals used or produced on the project. Contractor shall also obtain all permits required for the performance of the work outlined in these specifications.

Safety

Job site safety, both during and after working hours, is the sole responsibility of the Contractor. The Contractor, his employees and subcontractors shall be familiar with and comply with all applicable safety regulations and guidelines relating to the transportation, handling, and disposal of any chemicals to be utilized for the work as well as other aspects of the work, including electrical and mechanical safety guidelines and regulations. The Contractor shall also provide for and ensure public safety around the site both during and after work hours. The Contractor shall notify local fire department or emergency response agencies of the nature, quantity, and location of chemicals used during the project work (as applicable). Contractor must comply with all City Safety requirements.

Underground Services Alert (USA)

The Contractor shall contact Underground Services Alert (USA) at least 3 days prior to any drilling or excavation at either of the sites.

Best Management Practices

The Contractor shall implement, install, and maintain Best Management Practices (BMPs) for the control of nuisance water and storm water. The BMPs shall be adequate to prevent erosion and runoff of sediment laden water from the work sites. The BMPs shall also be adequate to prevent the accidental release of nuisance water or drilling fluids from the sites, and shall include, but not be limited to, the use of waddles, sandbags, and pumps. The BMPs for the project shall be submitted to and approved by the OTR prior to mobilization.

Drilling Fluids and Cuttings Handling

The Contractor may temporarily store drill cuttings onsite provided that the cuttings are contained in leak-proof, portable containers/bins. Drilling fluids and development water may also be temporarily contained onsite.

The Contractor shall arrange for the transport and legal disposal offsite of all drilling fluids, drill cuttings, and turbid fluids produced during the initial stages of well development. Proper documentation for cuttings/fluid transport and disposal shall be provided to the OTR. Testing fees associated with the legal disposal of cuttings/fluids are the responsibility of the Contractor.

Discharge Water

Project discharges will be directed to the existing 8-in-dia Raw Water Pipeline that conveys discharge water from Beltz 9 to the Beltz Water Treatment Plant (WTP), located on 38th Avenue as shown on **Figure 5**. As shown, the Raw Water Pipeline distance from the Beltz 9 site to the Beltz WTP site is approximately 3,500 feet. Turbid fluids from the development of the monitoring well and rehabilitation of the Beltz 9 well will be directed to an existing 70,000-gallon Reclaim Tank located at the WTP site for disposal via the sanitary sewer system. This tank drains at approximately 75 gpm to the sanitary sewer.

Development fluids from the monitoring well will be directed to temporary holding tanks (e.g., “low-boy” tanks) to allow settlement of solids prior to discharge of decanted water to the designated discharge location. A minimum of one internally baffled, approximate 5,000-gallon capacity tank shall be used to maximize the settling of solids prior to discharge of the decanted fluids to the designated location. The Contractor shall provide and install piping from the temporary holding tanks to designated discharge location and a transfer pump of sufficient production capacity and horsepower to convey discharge water during monitoring well development and Beltz 9 rehabilitation to the Beltz WTP Reclaim Tank via the Raw Water Pipeline.

It shall also be the Contractor’s responsibility to comply with all requirements of the Statewide General NPDES Permit for Drinking Water System Discharges (SWRCB Order WQ 2014-0194-DWQ, General Order No. CAG 140001), available for download here:

https://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf

The City has filed a Notice-of-Intent (NOI) to discharge and has been enrolled under the General Discharge Permit. Only discharges meeting the NPDES requirements shall be discharged to storm drain system, which will be dependent on both the discharge water and receiving water conditions. The OTR will routinely monitor project discharges and the receiving water conditions for compliance with the NPDES requirements during the project. Under no circumstances shall discharges occur to the storm drain system without the approval of the OTR.

Turbidity Waters shall be free of changes in turbidity that cause nuisance or adversely affect beneficial uses. Increase in turbidity attributable to controllable water quality factors shall not exceed the following limits:

1. Where natural turbidity is between 0 and 50 Nephelometric Turbidity Units (NTU), increases shall not exceed 20 percent.
2. Where natural turbidity is between 50 and 100 NTU, increases shall not exceed 10 NTU.
3. Where natural turbidity is greater than 100 NTU, increases shall not exceed 10 percent. Allowable zones of dilution within which higher concentrations will be tolerated will be defined for each discharge in discharge permits.



City staff will be responsible for turning valves in raw water pipeline to allow water to flow to the storm drain or the BWTP Reclaim Tank. Contractor shall provide 48-hour notice to City of need to turn valves. To the best of the Contractor's ability, the construction schedule shall state when water will be discharged to storm drain or Reclaim tank.

For discharges to the storm drain, the Contractor shall provide:

- 7 days' notice to the City, if the discharge will likely be over one acre-foot. The City will notify the County and Regional Board as required by the permit no less than 3 days before beginning discharge. Contractor's notice to the City shall include start date, the location of discharge and receiving water, estimated volume, and reasons for discharge.
- BMPs to be in place to address turbidity (per Section IV.A.2 on p. 14). Will the discharge be
- Monitoring will be required for chlorine (grab sample), volume (estimate), and turbidity.

For discharges to the Reclaim Tank and sanitary sewer, the Contractor shall provide:

- 7 days notice to the City. Contractor's notice to the City shall include start date, estimated volume or number of days, and reasons for discharge.

SECTION 108 - SERVICES FURNISHED BY SCWD

Upon completion of the geophysical survey, the OTR shall confirm the final well design to the Contractor. This shall include total casing depth and well screen placement, gravel pack design, and the depth of cement seal.

The SCWD will conduct an active public information effort to keep neighbors informed of project status and respond to neighborhood concerns. Neighbors will be provided with telephone numbers for contacting SCWD staff and the OTR. Contractor should not communicate to public directly. Refer them to SCWD staff.

SECTION 109 - WATER SUPPLY FOR CONSTRUCTION

Water supply for well drilling and construction will be made available by the SCWD from an existing hydrant and backflow preventer (BFP) located on the site. Follow the process described in General Specifications. The Contractor is responsible for conveyance of water to point of use.



**SANTA CRUZ WATER DEPARTMENT
BELTZ 9 ASR PILOT TEST PROJECT**

CONSTRUCTION MATERIALS AND METHODS

MONITORING WELL

- Section 201 - Mobilization
- Section 202 - Conductor (Surface) Casing
- Section 203 - Pilot Bore Drilling
- Section 204 - Geophysical Logging
- Section 205 - Well Casings and Screens
- Section 206 - Gravel Pack
- Section 207 - Cement Grout
- Section 208 - Fluid and Cuttings Disposal
- Section 209 - Well Development
- Section 210 - Wellhead Completion
- Section 211 - Site Cleanup
- Section 212 - Standby Time



SECTION 201 – MOBILIZATION - BID ITEM NO. 1

SCOPE OF WORK

Mobilization shall consist of all preparatory work and materials necessary for construction operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; control of water; site leveling; and all other facilities necessary for work on the project and for all other work and operations which must be performed, or cost incurred prior to beginning work on the various Contract items on the project site.

MATERIALS AND METHODS

The Contractor shall provide a complete drilling unit, all tools, accessories, power, fuel, materials, supplies, lighting, tanks, piping, and other equipment and experienced personnel necessary to conduct efficient drilling operations. The drilling unit shall be in good condition and of such capacity as to drill the hole and complete a well as required by these Specifications to a depth of approximately 250 feet. All equipment shall be cleaned prior to mobilization to prevent potential cross-contamination from previous projects on which the equipment was used. The cleaning shall also remove vegetation and soil from equipment to prevent non-native seed and plant transfer.

SUBMITTALS, TESTING, AND MEASUREMENT

Not applicable.

PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work required for mobilization shall be included in the lump sum price bid for "Mobilization", Bid Item No. 1.

SECTION 202 - CONDUCTOR (SURFACE) CASING - BID ITEM NO. 2

SCOPE OF WORK

The Contractor shall furnish all equipment, material, and work necessary to install the surface conductor casing as shown on **Figure 4** and specified herein. The conductor casing will provide near surface hole stability and conduct drilling fluids and cuttings to the surface.

MATERIALS

The conductor casing shall be 0.25-inches thick, with an outside diameter of 14-inches, set to a minimum depth of 20 feet. The conductor casing shall be manufactured in accordance with ASTM Designation A-139, Grade B, without copper. The boring for the conductor casing shall be a minimum diameter of 20-inches.

PLACEMENT

Field joints shall be welded either collared or butt welded. Centering guides shall be welded to the conductor casing with a minimum of two sets of guides (one near the bottom and one near the top). Each set will consist of three guides equally spaced circumferentially.

After the conductor casing has been installed, it shall be sealed by filling the annular space between the hole and the conductor casing by means of a grout pipe with standard pumping mix concrete (minimum, 10 sack mix). The seal will be considered to be sufficiently emplaced when the concrete is visible at the surface. After cementing operations are completed, the concrete shall be left undisturbed for a period of not less than 24 hours before drilling is resumed. The final depth of the concrete within the annulus shall be no shallower than 18 inches below ground surface to accommodate the placement of the well enclosure.

SUBMITTALS AND TESTING

Not applicable.

MEASUREMENT

For the purpose of payment for the conductor casing, measurements shall be made on a linear-foot basis.

PAYMENT

Full compensation for doing all work and furnishing all materials necessary to manufacture, deliver, and install the 14-inch surface conductor casing as shown on **Figure 4** shall be included in the unit price bid per linear foot for "Conductor (Surface) Casing" - Bid Item No. 2.

SECTION 203 - PILOT BORE DRILLING - BID ITEM NO. 3

SCOPE OF WORK

The Contractor shall furnish and provide all work, equipment, and materials necessary to complete the drilling of an 10 7/8-inch-diameter pilot bore at the well site to a depth of approximately 215 feet below ground surface. The boring for the monitoring well shall be cleaned and conditioned sufficiently to allow for the easy and clear installation of the monitoring well casing and screen. Borehole cleaning and conditioning may include performance of a “wiper” run, and/or reaming, as necessary, which shall be provided at no additional cost to the SCWD.

MATERIALS

The Contractor must provide to the OTR a description of the drilling equipment and fluids to be used prior to mobilization. The drilling fluid shall possess such characteristics as are required to adequately maintain the walls of the hole to prevent caving of the hole as drilling progresses and to permit recovery of representative samples of cuttings. The drilling fluid shall possess such characteristics that it can be readily removed from the hole during the placement of the gravel pack and during development of the well. The drilling fluid shall be a clay-based bentonite system, with appropriate additives as needed.

METHOD

Surface containment (i.e., tanks and/or bins) of drilling fluids and drill cuttings will be required. Cuttings shall be removed from the site as necessary and disposed of in accordance with Section 107. Mechanical separation must be utilized to remove all but the finest of drill cuttings from the drilling fluid. Mechanical separation shall include, at a minimum, a shale shaker and de-sanders capable of handling a minimum of 125 percent of the circulating capacity of the fluid system. This equipment must keep sand content below two percent in the drilling fluid at all times during the drilling process. It is the Contractor’s sole responsibility to ensure that the sizing and configuration of the fluid system and settling tanks are adequate to meet the drilling fluid properties outlined below:

The Contractor must provide at the drilling site at all times Standard API measurement devices in proper working order to determine the following drilling fluid properties:

- Drilling fluid weight
- Drilling fluid viscosity
- Drilling fluid sand content
- 30-minute water loss/filter cake

The above properties of the drilling fluid entering the mud pump or leaving the circulation tank must be recorded by the contractor at a minimum of 100-foot intervals or every 4 hours during



the drilling of the pilot hole. The drilling fluid shall have the following properties in accordance with API Code RP 13B (or recent modification) "Recommended Standard Procedures for Testing Drilling Fluids."

For **clay-based bentonite** fluid systems, the following properties shall be maintained.

1. Weight - a maximum of 9.5 pounds per gallon during all aspects of drilling.
2. Marsh Funnel Viscosity – a minimum of 38 seconds and a maximum of 50 seconds during all aspects of drilling.
3. Sand Content - a maximum of two percent by volume during all aspects of drilling.
4. Water Loss - a maximum of 15 ml. Wall cake thickness shall be no greater than 3/32-inch.

The Contractor must keep records providing the following information for the well:

1. A log of drilling bit types and depths at which drill bit changes are made.
2. A log of the cuttings, providing the depths and descriptions of the earth materials encountered. The Contractor shall collect cutting samples at 10-foot intervals during the drilling of the pilot boring. Samples shall be placed in "zip-lock" plastic bags and labeled with well name, sample depth interval, and date.

All measurements for depths shall be referenced to existing ground surface at the well site. All drilling records shall be delivered to the OTR upon completion of the well.

Upon completion of the pilot bore, a geophysical log of the bore hole will be conducted. The geophysical log will be used to develop the final design elements of the well. The OTR may authorize additional pilot boring upon review of the geophysical log. The geophysical logging is described in Section 204.

SUBMITTALS

The drilling equipment, drilling fluid system, and proposed drilling fluid additives shall be provided to the OTR prior to mobilization. Upon completion of the pilot hole drilling, the Contractor shall submit to the OTR the following information:

1. A log of drilling bit types and depths at which drill bit changes are made.
2. A log of the cuttings, and all samples collected during the pilot drilling.
3. A log of drilling fluid test results, and a log listing the types and amounts of drilling fluid additives used, with corresponding times and depths, and drilling fluid changes.

All measurements for depths shall be referenced to existing ground surface at the well site. All drilling records shall be delivered to the OTR upon completion of the well.



TESTING

Testing for fluids as described above shall be performed.

MEASUREMENT

For the purpose of payment for pilot hole drilling, measurements shall be made on a linear-foot basis, starting at the base of the surface conductor casing.

PAYMENT

Full compensation for doing all work and furnishing all labor, materials, and tools necessary to complete pilot bore drilling to a depth of up to 215 feet as specified in these Specifications shall be included in the unit price bid per linear foot for "Pilot Bore Drilling" - Bid Item No. 3.



SECTION 204 - GEOPHYSICAL LOGGING - BID ITEM NO. 4

SCOPE OF WORK

The Contractor shall furnish all equipment, materials, and work necessary to perform geophysical logs in the pilot bore as specified herein. The geophysical logs to be performed include spontaneous potential, resistivity and natural gamma surveys.

MATERIALS

Not applicable.

METHOD

The Contractor shall furnish services for geophysically logging the pilot hole. Borehole geophysical logs, consisting of spontaneous potential, 16- and 64-inch resistivity surveys, and a natural gamma survey, all in API format, shall be made of the pilot bore by the Contractor as directed by the OTR. Standby time will not be paid for additional cleaning and conditioning of the hole to enable logging operations to proceed.

SUBMITTALS

The Contractor shall provide four field and six final copies of the geophysical log. In addition, the geophysical log shall be provided to the OTR via CD or portable memory drive in a Microsoft Excel compatible format and a PDF format.

TESTING

If the logging probe fails to descend to the desired depth, the Contractor, at his own expense, shall condition the hole to permit the logging probe to descend to the bottom of the hole.

MEASUREMENT

Not applicable.

PAYMENT

Full compensation for all labor, tools, equipment and insurance, and doing all work necessary and incidental to complete the task of Geophysical Logging, including standby time as specified in these Specifications shall be included in the lump sum price for "Geophysical Logging" - Bid Item No. 4.

SECTION 205 - WELL CASINGS AND SCREENS - BID ITEM NOS. 5.1 THROUGH 5.3

SCOPE OF WORK

The Contractor shall furnish all materials and work necessary to manufacture, deliver, and install the blank well casing, the well screen, and the cellar pipe with end cap, as listed in the table below and shown on **Figure 4**, and in accordance with these Specifications.

Quantity (Linear Feet)	Item	Bid Item No.
110	2-INCH-DIAMETER, SCHEDULE 40 PVC, BLANK CASING.	5.1
90	2-INCH-DIAMETER, SCHEDULE 40 PVC, WELL SCREEN, 0.040-INCH HORIZONTAL, MACHINE CUT SLOTS.	5.2
10	2-INCH-DIAMETER, SCHEDULE 40 PVC, BLANK CELLAR WITH CAP.	5.3

MATERIALS AND PLACEMENT

The well casing and screen shall be flush-threaded and made from unplasticized PVC compounds having a minimum cell classification of 12454, as defined in ASTM D1784, and shall meet the test requirements set forth in ASTM F480. White pipe shall be supplied

Upon completion of the pilot hole reaming and the installation of the construction tremie to the approximate well completion depth, the Contractor shall install the well screen and casing at intervals as determined by the OTR.

The casing and screen shall be plumb and shall be centered in the hole. Casing centralizers shall be attached directly to the casing immediately above and below the well screen, and at intervals of not more than 50 feet within the upper blank casing interval. The design and placement of the casing centralizers shall not create a tight hole condition. Centralizers shall not be composed of metallic materials and the centralizers must be approved by the OTR prior to installation.

The casing shall be suspended in tension from the surface by means of an appropriate hanger or clamp. The bottom of the casing shall be at a sufficient distance above the bottom of the reamed hole to ensure that none of the casing will be supported from the bottom of the hole. The use of float plugs to land and set casing will not be permitted.

If, for any reason, the casing cannot be landed in the correct position or at a depth acceptable to the OTR, or any portion of the casing should collapse prior to well completion, the Contractor shall remove the casing from the borehole, perform a wiper run, and reinstall the casing to the desired depth. Alternatively, and should landing the casing continue to be unsuccessful, the



Contractor shall construct another well immediately adjacent to the original location and complete this well in accordance with the specifications at no additional cost to SCWD. The abandoned hole shall be sealed in accordance with directions from the OTR and in accordance with any laws pertaining to proper well abandonment.

All work required to be repeated and all additional materials, labor, and equipment required, shall be furnished at the expense of the Contractor and no claim for additional compensation shall be made or be allowed, except as specifically provided herein.

The top of the casing will be provided with a cap at all times when personnel are not on the site.

SUBMITTALS

Prior to Mobilization, the Contractor shall provide to the OTR: the name of the casing manufacturer; the slot size and design (slot pattern, horizontal length of slots, the number of rows of slots circumferentially around the casing, the number of slots per linear foot of casing, the percent open area, etc.). The Contractor shall also describe to the OTR prior to mobilization the design and composition of the proposed centralizers.

TESTING

The depth of the well shall be measured using a wireline sounder, and recorded, once the casing has been landed.

MEASUREMENTS

For the purposes of payment, blank casing, well screen, and cellar measurements shall be per linear foot.

PAYMENT

Full compensation for doing all work and furnishing all materials necessary to manufacture, deliver, and install well casing and screens as shown on the drawings and as specified in the Specification shall be included in the unit price bid per linear foot for "2-in-dia PVC Blank Well Casing" - Bid Item No. 5.1; "2-in-dia PVC Well Screen" - Bid Item No. 5.2; and "2-in-dia PVC Cellar and Cap" - Bid Item No. 5.3.

SECTION 206 - GRAVEL PACK - BID ITEM NO. 6

SCOPE OF WORK

The Contractor shall furnish all equipment, material and work necessary to install gravel pack in the annulus, adjacent (approximately) to the well screen, and generally placed as shown on **Figure 4**. The final determination of the interval to be gravel packed will be determined by the OTR following review of the information acquired during the pilot drilling.

MATERIALS

All gravel or coarse-grained sand for packing shall be hard, water worn, and washed clean of silt, fine sand, clay, and foreign matter. Crushed gravel will not be accepted. Gravel pack materials shall be rounded to well-rounded. No more than three percent, by weight, of the gravel shall be flat or elongated. Gravel shall be of the type provided by Premier Silica, RMC Lonestar, Silica Resources, or an approved equal. An approximate 8x16 gradation shall be used. The gravel pack material proposed for use by the Contractor shall be subject to the approval of the OTR prior to delivery to the site. The gravel pack material, if stockpiled at the well site, shall be in bags, supersacks, or otherwise protected and kept free of all foreign matter.

PLACEMENT

Prior to placement of the gravel pack in the well, the drilling fluid shall be thinned and balanced. Gravel shall be installed in the annular space between the reamed hole and the well screen through a construction tremie pipe. During placement of the gravel, disinfectant (e.g., sodium hypochlorite) shall be added to the gravel at a uniform rate and in accordance with Bulletin 74-81. Fluids displaced from the well casing and annulus during gravel packing operations shall be contained and disposed of as provided in Section 208. The final depth to the top of the gravel pack shall be verified by measurement with a sounding line, or other method acceptable to the OTR.

SUBMITTALS

A description of, a sample of, and a sieve analysis of the proposed gravel pack materials shall be provided to the OTR at the preconstruction meeting.

TESTING

Not applicable.

MEASUREMENTS

For the purpose of payment, the quantity of gravel shall be measured by the linear foot.



PAYMENT

Full compensation for furnishing all labor, materials, tools, and equipment necessary to install the gravel pack as shown on **Figure 4** shall be included in the unit price bid per linear-foot for "Gravel Pack" - Bid Item No. 6.

SECTION 207 - CEMENT GROUT - BID ITEM NO. 7

SCOPE OF WORK

This item shall consist of providing and installing a cement grout annular seal for the well.

MATERIALS

Cement grout shall be composed of not more than 3 cubic feet of sand and 1 cubic foot (one sack) of Portland cement to 5 to 7 gallons (0.67 to 0.90 cubic feet) of clean water. This is typically considered to be a 10-sack Portland cement sand slurry mix when ordered from batching plants. Bentonite, to make the mix more fluid, reduce shrinkage, and slow the curing process to reduce heat, shall be used to a total of 5 percent (5%) of the volume of the cement. With the use of 5 percent bentonite, water content can be increased to 8.2 gallons per sack of cement.

PLACEMENT

After verifying the depth to the top of the gravel pack, cement grout shall be placed in the annular space between the inner casing and the borehole from bottom to top by means of a tremie pipe. Cement grout material shall be placed by the positive displacement pumping method.

A grout pipe shall extend from the surface to the bottom of the zone to be grouted. Grout shall be placed from bottom to top in one continuous operation. The Contractor will be allowed to place the annular seal in stages, as the Contractor deems necessary, in order to minimize the potential for casing collapse. The grout pipe may be slowly raised as the grout is placed, but the discharge end of the grout pipe must be submerged in the emplaced grout at all times and maintained full to the surface during ongoing staged grouting operations. The Contractor may raise and flush the tremie pipe as he deems appropriate in between stages. The fluid level in the casing shall be maintained at the ground surface during cementing operations and throughout the curing period. After cementing, no work will be undertaken for a period of 24 hours. After the annular cement seal has cured, the depth of the well shall be sounded to verify that casing collapse has not occurred.

Fluids displaced from the annulus during sealing operations shall be contained and legally disposed of as provided in Section 208.

SUBMITTALS

Contractor shall provide the OTR cement batch plant documentation prior to installation of the cement grout.



TESTING

Not applicable.

MEASUREMENT

For the purpose of payment, measurement for cement grout will be on a linear foot basis.

PAYMENT

Full compensation for furnishing all labor, materials, tools, and equipment necessary to install the cement grout as specified herein shall be included in the unit price bid for "Cement Grout" - Bid Item No. 7.

SECTION 208 – FLUIDS & CUTTINGS CONTAINMENT & DISPOSAL - BID ITEM NO. 8

SCOPE OF WORK

During drilling, reaming, well construction, and well development, the Contractor shall provide for the temporary containment and storage of drilling fluids and drill cuttings. Drilling fluids, fluids displaced from the hole during construction, initial heavy development fluids (approximately 1 casing volume) and drill cuttings shall be hauled offsite and disposed of legally, either during the course of the project or upon completion of well development and as part of the site cleanup activities.

MATERIALS AND METHODS

Portable, temporary, leak proof containment vessels shall be used for drilling fluids and cuttings. Temporary containment of fluids and cuttings within 'bermed' areas on the ground surface will not be allowed. Drill cuttings and fluids shall be legally disposed of offsite.

SUBMITTALS, TESTING, AND MEASUREMENT

Not applicable.

PAYMENT

Full compensation of all labor, tools, equipment, and other costs required to complete the task of Fluid and Cuttings Containment and Disposal as specified in these Specifications shall be included in the lump sum price for " Fluid and Cuttings Containment and Disposal " - Bid Item No. 8.

SECTION 209 - WELL DEVELOPMENT - BID ITEM NO. 9

SCOPE OF WORK

This item shall consist of swabbing, air-lift pumping, and bailing to remove drilling fluids and cuttings, develop the gravel pack, and provide for the collection of clean, representative samples from the monitoring well.

MATERIALS

Materials for well development shall include but not be limited to: a bailer; a line swab tool; air-lift tubing; discharge piping or hoses for the conveyance of development water at the surface; and a suitably sized air compressor.

METHOD

Following a minimum 24-hour period after sealing, the well will be developed by air-lifting and swabbing. Development shall consist of alternating airlifting and line swabbing, as directed by the OTR. The well shall be considered thoroughly developed when it produces at maximum discharge, based on the depth and nature of the strata screened, and discharge is clear (turbidity less than 5 NTU).

Development fluids from the well will be directed to a temporary containment tank(s). The tank(s) shall be internally baffled to maximize the settling of solids. Contractor shall ensure that the sizing and configuration of settling tanks is fully adequate to reduce the turbidity of the water and the amount of suspended and settleable solids in the water to the satisfaction of the OTR. The initial, heavy fluids produced during the early stages of development shall be contained and disposed of as specified in Section 208. Water produced during the subsequent stages of development shall be placed in the onsite tank and allowed to settle prior to discharge to the Raw Water Pipeline and disposal the Reclaim Tank at the Beltz WTP (for eventual disposal in the sanitary sewer).

TESTING, SUBMITTALS, AND MEASUREMENT

Not applicable.

PAYMENT

Full compensation for furnishing all labor, materials, tools, and equipment necessary for well development shall be included in the unit bid price for "Development of Well" - Bid Item No. 9.

SECTION 210 - WELLHEAD COMPLETION - BID ITEM NO. 10

SCOPE OF WORK

The Contractor shall furnish all materials, equipment, and work necessary to construct a wellhead foundation and well vault/cover.

MATERIALS AND PLACEMENT

The Contractor shall provide and install a ***Morrison Watertight 12" x 12" Limited Access Manhole*** (or an OTR approved equal), with a bolt down lid. The monitoring well casing shall be terminated approximately 4 inches below ground surface. The manhole shall be securely cemented into place and completed slightly above ground surface (as directed by the OTR) to prevent ponding around the well. The manhole shall be so installed as to permit easy access for instrumentation, monitoring, or sampling. A sufficient number of weep holes or a gravel drain shall be placed in the manhole subgrade so that any condensation or liquid is readily drained, thus preventing accumulation of water within the manhole.

The Contractor shall install a water-tight locking well cap to secure the monitoring well casing.

SUBMITTALS, TESTING, AND MEASUREMENT

Not applicable.

PAYMENT

Full compensation for furnishing all labor, materials, tools, and equipment necessary to provide for and install the wellhead completion features, as specified herein, shall be included in the lump sum price bid for "Wellhead Completion" - Bid Item No. 10.

SECTION 211 - SITE CLEANUP - BID ITEM NO. 11

SCOPE OF WORK

This item shall consist of doing all work and furnishing all materials necessary to maintaining the well site in a professional manner during drilling, construction, and testing and restoring the site to predrilling conditions after work is completed.

METHOD

The Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work. At completion of the work the Contractor shall remove all waste materials, rubbish and debris from and about the well site as well as all tools, construction equipment, fuel tanks, and machinery and surplus materials. The Contractor shall leave the site clean and ready for use by SCWD and shall restore to their original condition all temporary work areas. The Contractor is responsible for cleaning and restoring to the original condition the portions of the City streets where the mud, dirt, and debris may have accumulated as traffic exited the site. The Contractor is responsible for any damages to existing site facilities, pavement and properties adjacent to the well caused by drilling, construction, or well development activities associated with the work described herein.

The OTR will be the sole judge who determines when cleanup efforts can be considered to be sufficient and complete.

MATERIALS TESTING, SUBMITTALS, AND MEASUREMENT.

Not applicable.

PAYMENT

Full compensation for site cleanup as specified by these Specifications shall be included in the lump sum price for "Site Cleanup" - Bid Item No. 11.



SECTION 212 – STANDBY TIME - BID ITEM NO. 12

SCOPE OF WORK

During the progress of drilling operations, it may be necessary for the OTR to perform work that will require the drilling crew and equipment to stand idle. In such event, the OTR shall request the Contractor in writing to cease operations and shall state the anticipated extent or duration thereof. The Contractor shall promptly furnish such assistance and cease operations.

PAYMENT

Payment for standby time will be paid on an hourly rate for Bid Item 12 in accordance with the actual hours approved by the OTR. In no case shall standby time be approved for Contractor equipment failures or delays caused by waiting for Contractor's equipment or materials deliveries.



SECTION 300 - DOWNHOLE CLEANING / REHABILITATION OF BELTZ 9 WELL

- Section 301 - Background
- Section 302 - Scope of Work
- Section 303 - Cleaning / Rehabilitation Procedures
- Section 304 - Measurement and Payment



SECTION 301 - BACKGROUND

The SCWD desires to prepare the existing Beltz 9 municipal production well for ASR pilot testing via mechanical means to clean (or “rehabilitate”) the well screen and gravel pack of solids that may be present which could lead to well plugging during injection testing. As shown on **Figure 2**, Beltz 9 is completed to a depth of 230 feet with a ‘hybrid’ blank casing design. The upper blank casing section (0-80 feet) consists of low-carbon mild steel, below which both the well screen and lower blank sections are constructed of stainless steel. The well screen is of the continuous wire-wrap design between the depths of 110 and 200 feet (total screen length is 200 feet), with a cellar section between the depths of 200 and 230 feet. The well is equipped with a submersible pump assembly with the following general specifications:

Pump:	Grundfos 385S400-5
Motor:	40 Hp
Column:	6-in-dia CertaLok PVC
Setting:	210 feet

Static water level in the well is anticipated to be approximately 40 to 50 feet below ground surface.

SECTION 302 - SCOPE OF WORK

The Contractor shall provide all equipment, labor, chemicals, chemical mixing vessels, and temporary fluid storage and conditioning facilities to complete the work outlined in these specifications, and as directed by the OTR. Generally, the work shall consist of:

- Removal of the existing pump and appurtenances from the well
- Pre-rehabilitation video surveying
- Nylon brushing the well screen
- Bailing the well to bottom
- Simultaneous airlift pumping/swabbing
- Post-rehabilitation acceptance video surveying

SECTION 303 - PROCEDURES

Contractor shall, under the direction of the OTR or his representative, remove the existing pump and related appurtenances from the well and then perform mechanical development work on the well to remove deleterious material from the casing and screens. The work shall be performed according to the following schedule, with allowances for the effectiveness of treatment as determined by the OTR.

SCHEDULE OF WORK

- Task 1. Mobilize Contractor's equipment.
- Task 2. Remove existing submersible pump assembly, column pipe and appurtenances from the well. Remove from site for cleaning, inspection and temporary storage at Contractor's facility / yard. Prior to removal from the site, the discharge head, column pipe, submersible pump cable and pump/motor assembly shall be clearly marked as SCWD property and the existing condition photo-documented. Pump and motor assembly shall be stored indoors and protected from the elements until reinstallation (Section 400, Task 11). Column pipe may be stored outdoors, but the ends of each joint shall be covered to prevent entrance of small animals or other potential nuisances. Provide inspection report with recommendations for repair and replacement of components, as warranted.
- Task 3. After a period of no less than 12-hours following the removal of the pump from the well, the Contractor shall perform a video survey of the well. The video survey shall include downhole and sidescan views of the well screen and shall be performed as directed by the OTR.
- Task 4. Brush well screen using weighted Nylon brush. Each 10-foot section of well screen shall be brushed for 20 minutes.
- Task 5. Bail well to bottom to remove all material produced from the brushing operation. Bailed solids and fluids shall be placed in the temporary containment vessel.
- Task 6. Install temporary piping to route well discharge into the temporary storage tank(s). The discharge piping shall contain valves, fittings, and ports to allow for routing of produced water from the temporary storage tanks to the designated discharge connection to the Raw Water Pipeline on the Beltz 9 wellhead piping shown on **Figure 6**. The temporary storage tank(s) shall be connected in series, baffled or otherwise configured to allow and facilitate the settlement of solids from the produced water. The disposal area will be the existing Reclaim Tank located at the Beltz WTP. A plan showing the proposed layout of the pipeline and locations of the various valves, ports, and other fittings shall be submitted prior to mobilization, and is subject to the approval of the OTR.
- Task 7. Using the dual-swab assembly fitted with air-line, pump while simultaneously swabbing each 10-foot screened section for 30 minutes, starting from the top of the screen and working down to the bottom of the well screen. Water produced during the airlift pumping shall be routed to the fluids disposal area from the temporary storage tank.
- Task 8. Using the dual-swab assembly fitted with air-line, pump while simultaneously swabbing each 10-foot screened section for 30 minutes, starting from the bottom of the screen and working to the top of the well screen, or until the OTR determines that airlift/swabbing of each section is complete, and the discharge is clear.



- Task 9. Bail the well to bottom to remove any additional material produced during the swabbing. Bailed solids and fluids shall be placed in the temporary containment vessel.
- Task 10. After a period of no less than 24-hours following Task 9 bailing, the Contractor shall perform a video inspection of the well casing. The video survey shall include downhole and sidescan views of the well screen and shall be performed as directed by the OTR. The video survey shall verify that the well is free of structural damage and clear of all debris to total depth.
- Task 11. Demobilize Contractor's equipment, remove storage tank and remove all rubbish, empty containers, and waste material from site. The residues removed from the well during the project (i.e., from bailing, settled solids in tanks, etc.,) shall be legally disposed offsite by the Contractor.

SECTION 304 – MEASUREMENT AND PAYMENT

Payment will be made according to the unit price schedule in the contract based on the actual unit quantities expended as determined by the OTR. Payment for lump sum items shall be made only upon satisfactory completion of the entire task.

Payment for work completed as part of Tasks 4, 7, and 8 will be made only for time spent performing “active” development. Active development is defined as the actual time spent swabbing, airlifting/pumping, or both. Compensation will not be made for downtime or time spent installing or removing pipe or tools, or for making connections.



SECTION 400 – ASR PILOT TEST SETUP

- Section 401 - Background
- Section 402 - Scope of Work
- Section 403 - ASR Pilot Test Setup Procedures
- Section 404 - Measurement and Payment

SECTION 401 - BACKGROUND

The SCWD is investigating the feasibility of an ASR project to meet projected shortfalls in water supplies during extended droughts. The project would involve the diversion of “excess”¹ winter and spring flows from the San Lorenzo River (SLR) via the Tait Street and/or Felton Diversion facilities, which would be treated to potable standards at the Graham Hill Water Treatment Plant (GHWTP), then conveyed through the existing (and/or improved) water distribution system(s) to ASR wells located in the Santa Cruz Mid-County Groundwater Basin (MGB) and/or the Santa Margarita Groundwater Basin (SMGB) for injection, storage and later recovery when needed.

Based on the favorable results of a Phase 1 Technical Feasibility Investigation, the SCWD desires to advance the ASR feasibility investigation to Phase 2 ASR pilot testing at its existing Beltz 9 municipal production well in the MGB. The overall objective of the Phase 2 pilot testing is to field verify the findings developed from Phase 1 and empirically determine specific hydrogeologic and water quality factors that will allow a technical and economic viability assessment of ASR technology at the Beltz 9 well. If feasible, the data gathered may also be used to complete CEQA documentation for a full scale or permanent ASR project and provide design basis information for the permanent project.

Following preparation of the well for ASR (Section 300), a temporary ASR pilot test set-up, consisting of a temporary pump assembly and MCC, injection drop tubes, and miscellaneous piping, valving and metering will be installed and used for testing at the facility for a period of approximately 6 months.

SECTION 402 - SCOPE OF WORK

The Contractor shall provide all equipment, supplies and labor to complete the work outlined in these specifications, and as directed by the OTR. Generally, the work shall consist of:

- Fabrication of temporary well head seal plate
- Installation of test pump assembly, temporary MCC, injection drop tubes, and related appurtenances
- Well disinfection
- Installation of temporary injection and discharge piping, valving and metering
- Rental of test equipment for a period of approximately 6 months
- Removal of temporary pump, piping, valving, metering, etc.

¹ “Excess” flows are those flows that exceed SCWD demands and in-stream flow requirements and are within City water rights.

- Reinstallation of SCWD permanent pump, piping and appurtenances
- Well disinfection

During the ASR pilot test setup rental period, Contractor shall provide an expedited (maximum 2-week) turn-around-time to repair and/or replace any failed equipment (e.g., a failed motor) in order to ensure timely completion of the ASR pilot test program being implemented by the SCWD.

SECTION 403 - PROCEDURES

Contractor shall, under the direction of the OTR or his representative, provide and install a temporary wellhead seal plate, test pump assembly, injection drop tubes, and miscellaneous piping, valves, meter, and fittings at the site. The work shall be performed according to the following schedule:

SCHEDULE OF WORK

- Task 1. Mobilize Contractor's equipment.
- Task 2. Fabricate special temporary well head seal plate generally as shown on **Figure 6**. The seal plate shall be flanged with a gasket, and the various ports sealed with silicone (or approved equal) to create a water-tight seal on the well casing.
- Task 3. Install submersible test pump (Grundfos 625S600-3A [60 HP] or approved equal) set to a depth of approximately 210 feet on 6-in-dia steel column pipe and equipped with a motor-cooling shroud (i.e., pump set in the cellar). Install two (2) 2-in-dia Sch 40 PVC injection drop tubes generally as shown on **Figure 7**. Injection drop tubes shall be F480 flush-threaded set to a depth of approximately 90 ft. Special orifice caps for each tube will be provided by the OTR for injection flow control. Install one (1) 1-in-dia Sch 40 PVC water-level sounding tube set to a depth of approximately 120 ft. Injection drop tubes and sounding tube shall be strapped to the pump column pipe to prevent movement downhole during injection operations.
- Task 4. Install temporary MCC (soft-start or VFD) for 60 HP test pump connected to existing 200-amp electrical service (bypassing the existing 40 HP VFD).
- Task 5. Install temporary piping, valving, metering to route injection supply water to well, and discharge water from well to connection to Raw Water Pipeline as shown on **Figure 6**.
- Task 6. Chlorinate well and pump assembly in accordance with State Well Standards and flush the chlorinated well water into the Raw Water Pipeline and Reclaim Tank at the Beltz WTP until the produced water is free of chlorine. Complete flushing shall be evidenced by a free chlorine residual of less than 0.02 ppm.
- Task 7. Install a temporary 6-in-dia backflow preventer (BFP) and approximately 250 feet of 6-in-dia PVC piping from an existing "T" fitting on the Beltz 8 wellhead piping at the Beltz WTP site to route discharge water from the Raw Water Pipeline to storm drain

- inlet as shown on **Figure 8**. The 6-in-dia piping will require a series of 90-degree elbows at the storm drain inlet to allow insertion of the discharge end into the storm drain piping and allow for laminar flow entering the storm drain system. The end of the temporary pipe shall be fitted with steel mesh.
- Task 8. 6-month rental of above equipment for use by the SCWD and OTR in implementing ASR pilot test program. During the rental period, Contractor shall provide an expedited (maximum 2-week) turn-around-time to repair and/or replace any failed equipment (e.g., a failed motor) in order to limit the duration of project delays and ensure timely completion of the ASR pilot test program being implemented by the SCWD.
- Task 9. Remove temporary pump assembly, injection drop tubes, sounding tubes, well head seal plate and related appurtenances from well.
- Task 10. Provide a downhole video inspection of the well casing (as provided by Pacific Surveys, Newman Surveys, or approved equal). The video survey shall include downhole and sidescan views of the well screen and shall be performed as directed by the OTR.
- Task 11. Reinstall the SCWD's 40 HP pump assembly and related appurtenances.
- Task 12. Chlorinate well and pump assembly in accordance with State Well Standards and flush the chlorinated well water into the Raw Water Pipeline and Reclaim Tank at the Beltz WTP site until the produced water is free of chlorine. Complete flushing shall be evidenced by a free chlorine residual of less than 0.02 ppm.
- Task 13. Demobilize Contractor's equipment, remove temporary piping, fittings, valves and all waste material from both the Beltz 9 and Beltz WTP sites.

SECTION 404 – MEASUREMENT AND PAYMENT

Payment will be made according to the unit price schedule in the contract based on the actual unit quantities expended as determined by the OTR. Payment for lump sum items shall be made only upon satisfactory completion of the entire task. Payment for monthly rental of temporary ASR pilot testing setup will be made for time deployed at the site(s). Compensation will not be made for downtime or time spent installing or removing pipe or tools, or for making connections.

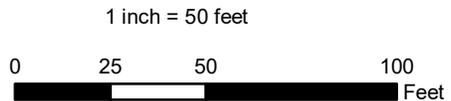
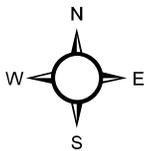
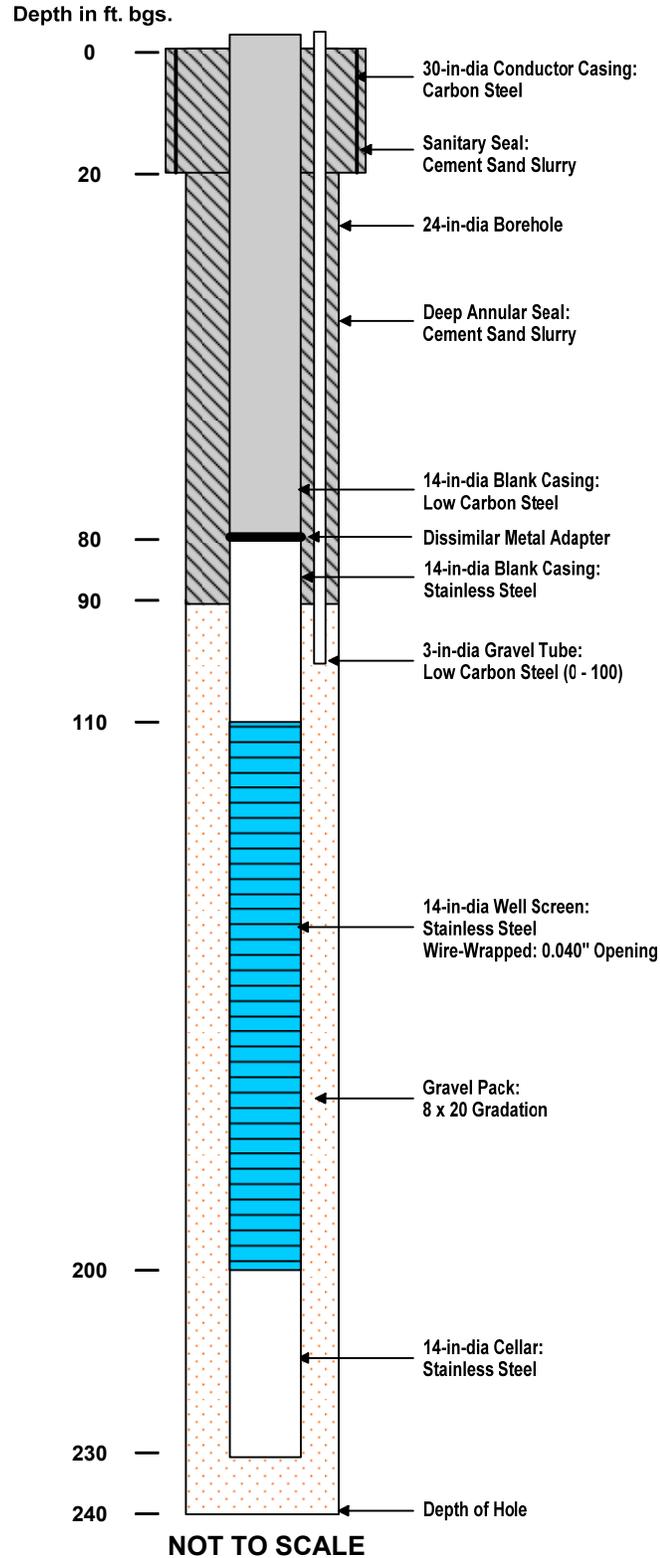


FIGURE 1. SITE LOCATION MAP
ASR Pilot Test Project - Beltz 9
Santa Cruz Water Department



**FIGURE 2. AS-BUILT WELL SCHEMATIC
ASR Pilot Test Project - Beltz 9
Santa Cruz Water Department**

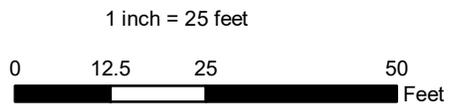
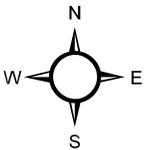
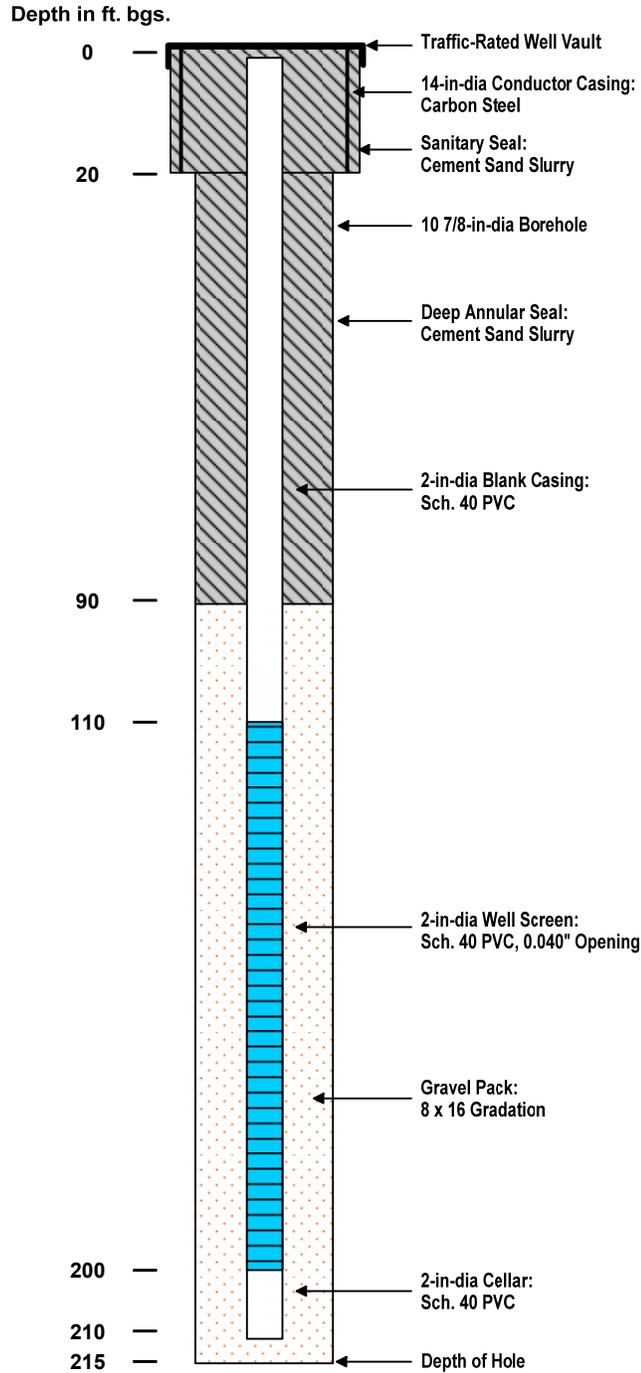
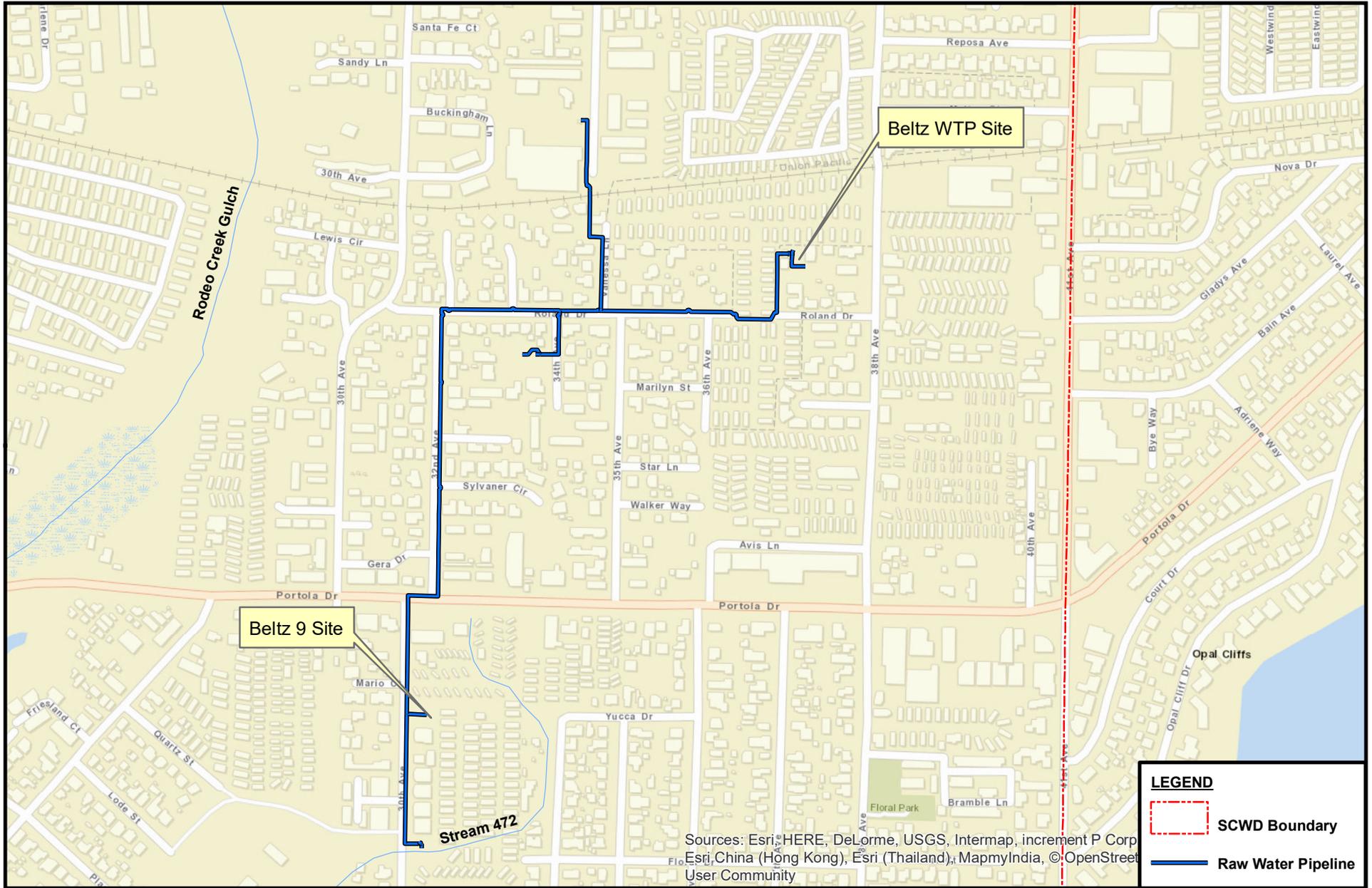


FIGURE 3. BELTZ 9 MONITORING WELL LOCATION MAP
ASR Pilot Test Project - Beltz 9
Santa Cruz Water Department



NOT TO SCALE

FIGURE 4. WELL DESIGN SCHEMATIC - BELTZ 9 MW
ASR Pilot Test Project - Beltz 9
Santa Cruz Water Department



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp, Esri, China (Hong Kong), Esri (Thailand), MapmyIndia, ©OpenStreet User Community

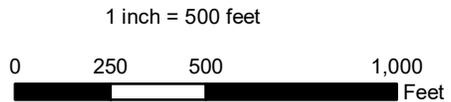
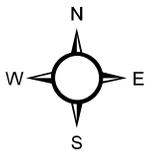
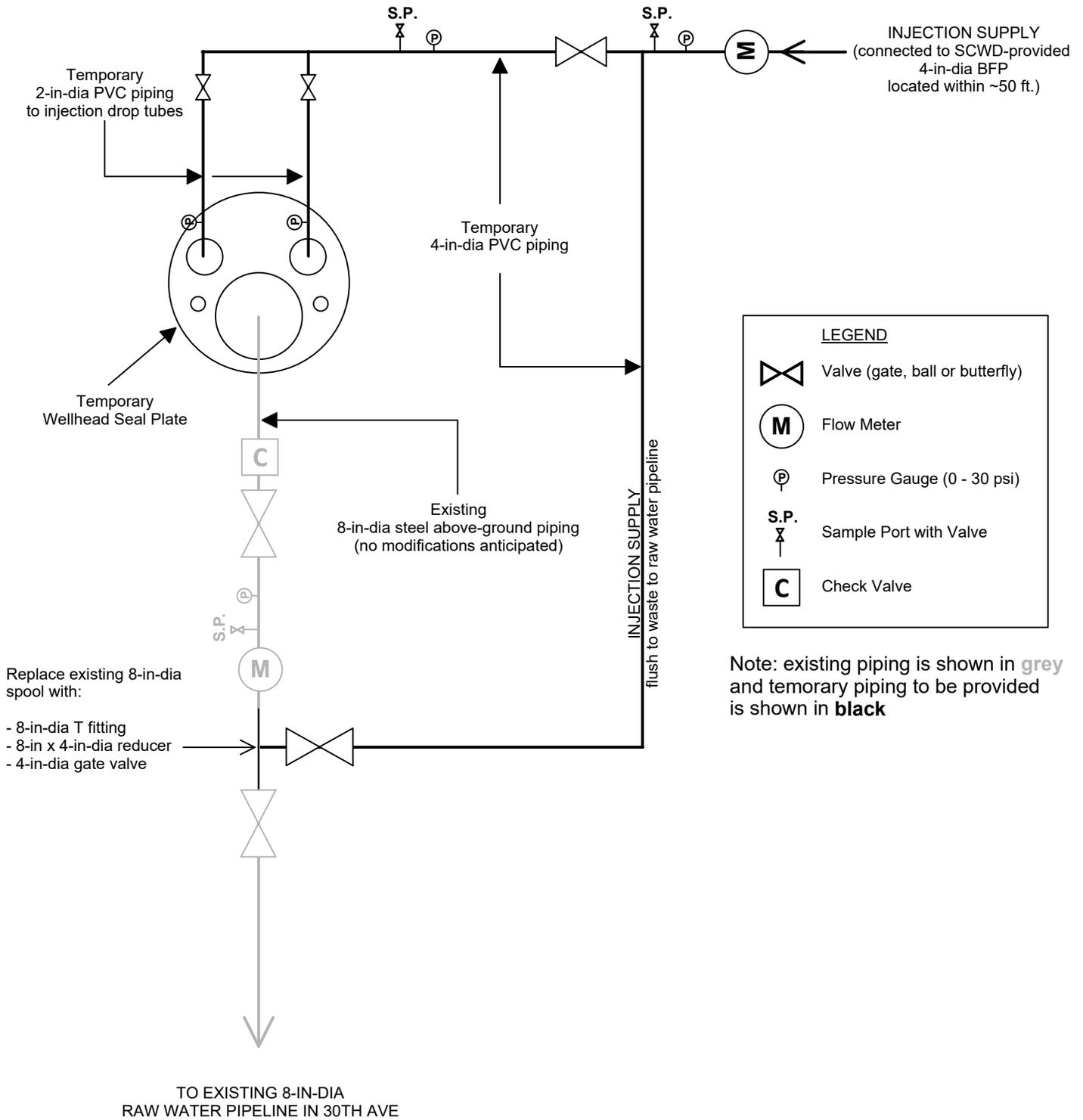
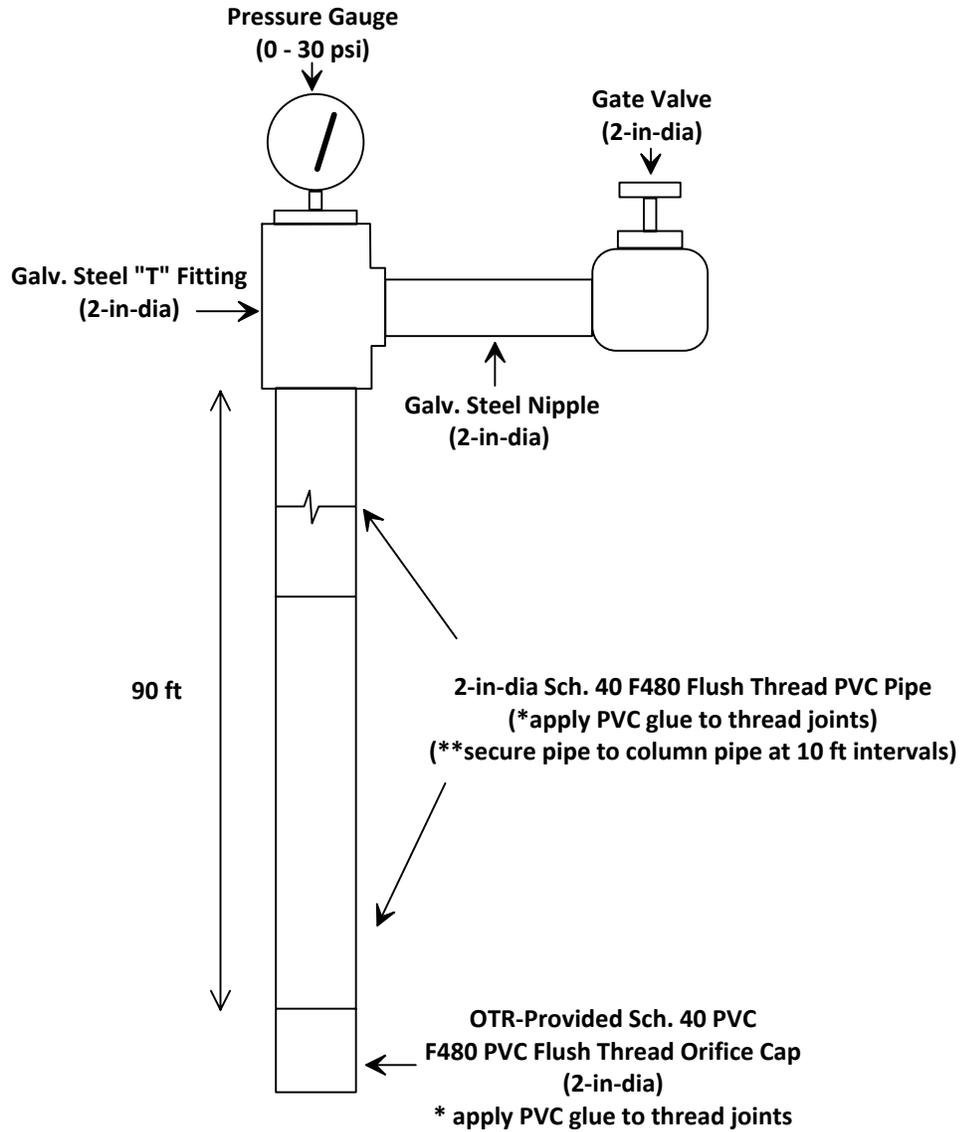


FIGURE 5. BELTZ RAW WATER PIPELINE MAP
ASR Pilot Test Project - Beltz 9
Santa Cruz Water Department





Note: All materials shall be NSF-61 certified (as applicable)

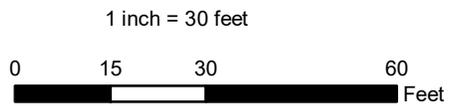
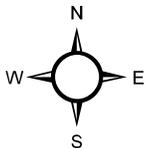


FIGURE 8. TEMPORARY STORM DRAIN CONNECTION PIPING PLAN
ASR Pilot Test Project - Beltz 9
Santa Cruz Water Department

END OF SECTION

EXHIBIT B
CEQA NOTICE OF EXEMPTION
(To be Included Prior to Contract Award)

Exhibit Follows

END OF SECTION

EXHIBIT C
PROCEDURE FOR HYDRANT
METER INSTALLATION

Exhibit Follows

APPENDIX E

CITY OF SANTA CRUZ WATER DEPARTMENT CUSTOMER SERVICE SECTION POLICY STATEMENT NO. 97-2

PROCEDURE FOR HYDRANT METER INSTALLATION

PURPOSE:

The purpose of this procedure is to provide for the use of hydrant meters as a source of service for temporary construction accounts when the customer's use of a bulk water facility or a construction meter is unacceptable or infeasible.

BACKGROUND:

Construction water is normally available from bulk water facilities or from the installation of a temporary construction service account provided as part of a project. For customer convenience, construction water may also be obtained through hydrant meters for a maximum of 30 days, if such an installation is found to be feasible by the Engineering Section. Since the availability of hydrant meters is limited, the Engineering Section has the discretion to approve or disapprove the installation of hydrant meters based on site conditions, intended use, water quality risks, or other applicable criteria. Final authority to authorize hydrant meter service to any customer rests with the Water Director.

APPLICATION PROCEDURE:

The following are the procedures that will be employed in response to a customer request for the use of a hydrant meter for a specific temporary purpose:

ENGINEERING SECTION:

1. When a hydrant meter is requested by a customer, the Engineering Section will verify that the use of a hydrant meter is warranted and feasible in the location requested, and will establish a service period based on the customer's estimate of time needed (up to a maximum of 30 working days).
2. Inspection of the customer backflow device will be scheduled and, if the installation is approved, the paperwork for issuance of the meter will be completed by the Engineering Section.
3. The Engineering Section will inform the customer of the procedure for removal of the meter. The Meter Shop will automatically remove the meter at the end of 30 days unless the customer has called the Engineering Section to request an extension of time.
4. The customer and paperwork will then be referred to the Customer Service Section for issuance of a hydrant meter permit.

CUSTOMER SERVICE SECTION:

1. The Customer Service Section will establish an account for the customer (code type "HM"), and collect the service application fee, deposit, and ~~the total estimated daily use fee in accordance with the current rate resolution~~ and the completed paperwork. The deposit shall be sufficient to reimburse the City in the event of theft, damage, or other loss of the meter, and is refundable to the customer at the close of service. If the actual daily use is less than anticipated, the overcharge will also be refunded to the customer at the close of service.
2. The Meter Shop will be responsible for stocking and maintenance of the meter and the check valve device, and can install and lock the meter on the hydrant if desired by the customer. The meter reading will be recorded on the work order and the customer, or a person responsible for the customer's affairs, must sign for delivery of the meter and verify the accuracy of the meter reading. The Hydrant Meter Checkout form will then remain in the Customer Service Section.
3. Customer Service will open the customer account with the initial meter reading. The quantity charges for water used through the meter have been specified in the rate resolution, Resolution No. NS-23,277. Because the meter is ~~to be returned in 30 days~~, no additional reading of the meter will be performed until the account is closed or the time period is extended.
4. On a monthly basis, Customer Service will provide to Engineering a printout of the status of each hydrant meter. It will be the responsibility of the Engineering Section to verify with the customer the return of the meter prior to the end of the 30 day period. If the customer desires to keep the hydrant meter for an additional service period, it can be done if there is no one on the current waiting list. The Engineering Section will be responsible for the following: establishing the new time period and amending the previous agreement, notifying the customer of additional charges, and notifying
→ Customer Service to bill the additional charges for the new service period. The customer will receive a bill containing the actual charges ~~for the first 30 days~~ and estimated charges for the next 30 days. should have been prepaid see section 1 ←
5. When the meter is removed, Customer Service or Meter Shop personnel will record the closing meter read and indicate whether or not the meter and/or check valve device has been tampered with or damaged to the extent that the deposit should be used for repairs or replacement. The Meter Shop will also test the operation of the check valve on the meter bench. If the paperwork is not already in Customer Service, it shall be forwarded there for invoice processing.
6. If the customer no longer requires the hydrant meter before the end of the service period, the customer may return the hydrant meter to the Customer Service Section or may call the Customer Service Section to request removal of the meter and closure of the account (the unused portion of the pre-paid daily use fee will be credited to the customer's account). Customer Service will arrange to have the meter removed. The procedures outlined in Step 5 above will then be followed.

7. Customer Service shall prepare a closing bill based upon the amount of water used, the total daily use fees, and any adjustments needed to compensate for tampering or damage to the meter. The deposit will be applied to the account and a closing bill reflecting a balance due the City or refund due the customer will be prepared through the utility billing system.

Procedure issued by: Janis Schyle Date: 6-11-97
Customer Service Manager

Approved by: [Signature] Date: 6/20/97
Water Director

END OF SECTION

EXHIBIT D
CITY OF SANTA CRUZ WATER DEPARTMENT
HYDRANT METER CHECKOUT/PERMIT

Exhibit Follows

APPENDIX F

City of Santa Cruz Water Department
Hydrant Meter Checkout/Permit

Email Address:
Name of Responsible Party:
Company:
Billing Address:
Phone Office: Cell: Fax:
To be used where?
Estimated number of days for use (maximum 30 days)*:
Backflow review comments:

FEES
Deposit: \$
Ap. FEE: \$
Daily USE:
@\$5.00/per day \$
Total DUE: \$
METHOD OF PAYMENT:
CC#:

Meter #: Account #:
Date out: Date in:
Reading out: Reading in:
Deposit receipt #:
Special Provisions:
(Customer allowed to install or relocate)
Signed: (Customer) Signed: (Customer)
SCWD: (Engineering, CS or Meter Shop) SCWD: (Engineering, CS or Meter Shop)

HYDRANT METER SHALL NOT BE TAKEN OUTSIDE SCWD SERVICE AREA

SCWD WILL READ THE METER & BILL CONSUMPTION INCLUDING DAILY USE FEES ON A MONTHLY BASIS & TEST THE BACKFLOW ASSEMBLY AS REQUIRED

PLEASE NOTE:

Customer's Responsibilities:

- o Inform Engineering Section at 420-5210 of relocation of meter. (Subject to periodic check).
o Failure to return meter within service period or removal by City could result forfeiture deposit.
o *Service period may be extended only with approval of Engineering Section. Device must be available for periodic testing by SCWD staff.
o Return copy of permit with meter for closure of account and calculation of refund if applicable.

This form is to be routed as follows:

Originate: Engineering
Backflow: Engineering
Deposit: Customer Service
Meter loan: Meter Shop
Meter Check-in: Meter Shop
Return to: Engineering

PLEASE NOTE THAT THE WATER DEPT. WILL READ HYDRANT METER AT THE 1ST OF EACH MONTH.

Please copy and route as Shown.

Revised 07/29/13



Miscellaneous Service Fees

The following are the most common Water Engineering related fees; a full list of Water Department Miscellaneous Fees is available upon request.

Bulk Water Station Use

Users must comply with requirements of the Bulk Water Permit issued by SCWD.

Service description	Fee
Deposit	\$173 minimum deposit, based on estimated use
Annual permit processing	\$67 per truck
Reported usage, per ccf (monthly)	Current commercial inside rate (all commodity rates), \$50 minimum
Failure to report use (monthly)	\$100

Hydrant Meter Use *(limited availability)*

Service description	Fee
Deposit****	\$3,415
Application for service	\$34
Water Ready to Service (monthly)	Current 3" meter inside rate
Water usage, per ccf (monthly)	Current commercial inside rate (all commodity rates)
Daily use fee	\$5 per day

**** Deposit amount is the cost for full replacement. If the meter requires repairs upon return, the deposit amount to be returned will be reduced by the cost of parts and labor to repair.

END OF SECTION

EXHIBIT E
CITY SAFETY POLICIES

Exhibit Follows

CITY SAFETY POLICIES

List of City Safety Policies:

1. Hazard Communication
2. Hearing Conservation
3. Heat Illness Prevention
4. Injury Illness Prevention
5. Lead Compliance
6. Lockout Tagout
7. Work Zone Safety



HAZARD COMMUNICATION POLICY

Table of Contents

Purpose	1
Responsibilities	2
Procedures	3
Safety Data Sheets	3
Labels and Other Forms of Warning	4
Personal Protective Equipment	5
Spill Response	5
Non-Routine Tasks	6
Outside Contractors	6
Labeled/Unlabeled Pipes (if applicable)	7
Training	7
Record Keeping	8

Appendices

- A – GHS Chemical Hazard Labeling System
- B – NFPA Chemical Hazard Labeling System
- C – Hazard Pictograms
- D – Definitions
- E - Hazardous Substance Inventory List Sample

PURPOSE

The purpose of the Hazard Communication Policy is to ensure that all workplace hazardous substances, including chemicals are evaluated and any health hazards associated with these chemicals are communicated to each potentially affected employee in accordance with California Code of Regulations, Title 8 (8 CCR), Section 5194. This policy applies to all departments where hazardous substances, including chemicals, are stored and used.

This policy is intended to describe the means of communicating to employees the hazards and safety-related work practices associated with chemicals used in the workplace. This policy is not intended to apply to any consumer products which are available for sale to the public and used in the workplace in the same manner as they would be in a household or similar setting.

It is the Department’s position that every employee is entitled to a safe and healthful work environment. Employees have a right to know what hazardous substances and chemicals they could be exposed to and what they can do to protect themselves from injury or illness. Training and product information will be provided to those employees who work with or around workplace hazardous substances and chemicals, in order to reduce the possibility of accidental exposure.



HAZARD COMMUNICATION POLICY

RESPONSIBILITIES

Department Director or assigned designee:

- Responsible for establishing, maintaining, and supporting this policy.
- Ensure Section Managers/Supervisors maintain required policy records and provide documentation of hazardous substance and chemical safety training.
- Ensure a system is in place to review and approve new chemicals and hazardous materials into the work place.

Section Managers/Supervisors:

- Provide training prior to initial job assignment to all employees who use workplace hazardous substances and chemicals. Documentation of hazardous substance and chemical safety training is maintained in each employee's personnel file. In addition, review non-routine tasks with employees prior to allowing them to complete the tasks.
- Enforce all safety policies and procedures regarding workplace chemical handling, usage, and storage.
- Inform employees on the method for access to safety data sheets (SDSs) for each workplace chemical used within the facility.
- Maintain an accurate list of hazardous substances and chemicals for each department facility (See Appendix E). These lists must be updated at least annually.
- Ensure required personal protective equipment is available and used by employees.
- Report all incidents and exposures involving hazardous substances and workplace chemicals to the Department Director.
- Ensure all workplace hazardous substances and chemicals received at the facility are properly labeled, including the chemical name and use instructions, the name and address of the manufacturer, and applicable hazard warnings.

Employee:

- Complete the hazard communication training.
- Follow all safety policies and procedures relating to the use, storage, and disposal of hazardous materials.
- Report all hazardous conditions to their supervisors immediately.
- Use all required personal protective equipment whenever using or handling workplace hazardous substances and chemicals.
- Request information and training when unsure about how to handle or use unfamiliar workplace hazardous substances and chemicals.



HAZARD COMMUNICATION POLICY

PROCEDURES

A copy of this written Hazard Communication Policy is available to all employees. Chemicals are not to be introduced into the workplace by employees, vendors, salespeople, or outside contractors, without prior review and approval by the Section Manager/Supervisor.

If approved, the manager/supervisor will make the safety data sheet (SDS) available to all employees working in the department and provide training to employees that will be using the product. In addition, the manager/supervisor will update the hazardous substance/chemical inventory list (sample in Appendix E) with the name of the new product.

Safety Data Sheets

Safety Data Sheets (SDSs) are provided for every approved workplace hazardous substance or chemical used in the Department. The SDS will cover the following information about each hazardous substance and chemical:

Section 1, Identification includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use; restrictions on use.

Section 2, Hazard(s) identification includes all hazards regarding the chemical; required label elements.

Section 3, Composition/information on ingredients includes information on chemical ingredients; trade secret claims.

Section 4, First-aid measures includes important symptoms/effects, acute, delayed; required treatment.

Section 5, Fire-fighting measures lists suitable extinguishing techniques, equipment; chemical hazards from fire.

Section 6, Accidental release measures lists emergency procedures; protective equipment; proper methods of containment and cleanup.

Section 7, Handling and storage lists precautions for safe handling and storage, including incompatibilities.

Section 8, Exposure controls/personal protection lists OSHA's Permissible Exposure Limits (PEL's); Threshold Limit Values (TLV's); appropriate engineering controls; personal protective equipment (PPE).

Section 9, Physical and chemical properties lists the chemical's characteristics.

Section 10, Stability and reactivity lists chemical stability and possibility of hazardous reactions.



HAZARD COMMUNICATION POLICY

Section 11, Toxicological information includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

Section 12, Ecological information

Section 13, Disposal considerations includes protective equipment to use; spill cleanup; method of disposal.

Section 14, Transport information

Section 15, Regulatory information

Section 16, Other information includes the date of preparation or last revision.

SDS's and a current inventory list are available in binders at each applicable facility/location. The Section Manager or supervisor will provide copies of SDSs for any workplace hazardous substance or chemical to an employee, or their representative, upon request.

Labels and Other Forms of Warning

Original container labels must be of the standard Global Harmonized System (GHS) design (Appendix A) to provide information to employees regarding the hazards associated with workplace chemicals. Proper labeling is required on all containers of hazardous substances and chemicals to ensure the safety of employees. It is each supervisor's responsibility to ensure that all containers are properly labeled.

GHS Labels (Appendix A) must include the following information:

- Product Identifier
- Supplier Identification
- Precautionary Statements
- Hazard Pictograms (also see Appendix C)
- Signal Word
- Hazard Statements
- Supplemental Information

Employees may find buildings or rooms with a National Fire Protection Association (NFPA) label posted as a hazard warning. See Appendix B for information regarding these hazard labels.

Secondary containers, such as spray bottles and dispensers, must use the same original container GHS label, or must be labeled legibly with the following information:

- Product identifier, and
- Specific information regarding the physical and health hazards of the hazardous chemical

*Note: The Department is not required to label portable containers into which hazardous chemicals are transferred from labeled containers, **and** which are intended only for the*



HAZARD COMMUNICATION POLICY

immediate use of the employee who performs the transfer. Unlabeled containers must be emptied when the task is completed.

Personal Protective Equipment

Personal protective equipment (PPE) will be provided to all employees whose position involves the handling of hazardous substances and chemicals. Supervisors are responsible for ensuring that PPE is available and used by employees whenever it is required. Refer to the SDS for recommended PPE.

Spill Response

In the event of a chemical spill, the following procedures are to be followed:

1. Maintain spill clean-up kits on site where chemicals are stored.
2. Always wear proper eye protection, a chemical apron, and chemical-resistant gloves when handling or cleaning up chemicals.
3. If a strong or irritating odor is present, warn others to stay away from area. Open doors and use fans to help ventilate the area, if possible.
4. Follow label instructions or refer to the chemical's SDS. In the event clean-up instructions are not available, the following steps should be followed:
 - Put on goggles, a chemical apron, and chemical-resistant gloves.
 - If the material is dry, scoop or gently sweep it up and place in double-lined trash bag(s). Do not sweep vigorously as you may spread the material.
 - If the material spilled is a liquid, sprinkle an absorbent, such as cat litter, around the edge of spill. Gently mix the absorbent material with the spilled liquid until solidified and place in double-lined trash bag(s).
 - Follow label or SDS instructions for proper disposal, if available. If the product is considered hazardous waste, label the trash bag as "Hazardous Material." Place the trash bag into a hard plastic container for protection. Temporarily place the contained hazardous material in a location away from employees and/or members of the public. Consult the Department's contracted hazardous materials hauler for disposal instructions.
 - Wet mop the area of the spill with mild detergent and water until clean.
 - Rinse the mop and other cleaning tools thoroughly with warm water after the clean-up is completed.
 - Wash your hands and arms thoroughly with a mild soap and warm water as soon as the material is cleaned up.



HAZARD COMMUNICATION POLICY

Note: If the spill is greater than one gallon, immediately obtain a copy of the chemical's SDS and follow the guidelines listed. Larger spills or spills of certain materials may require special additional measures as described in the Hazardous Materials Management Plan (HMMP).

Non-Routine Tasks

Supervisors shall determine if their employees might be involved in non-routine tasks. These tasks will be identified when assigned. Each employee responsible for working in a non-routine situation involving hazardous substances will be trained before beginning the process.

Non-routine tasks include outside contractors working at the Department and using hazardous substances that may pose a health or physical hazard. Employees will be informed of the hazard and the method of protection before the contractor is allowed to begin work.

Outside Contractors

In order to protect our employees from chemicals used by outside contractors, the following procedures have been established. The Department is obligated to the contractor by giving authorization to work to ensure safe working conditions and to provide information regarding the Department's hazardous substances and procedures for emergencies. Conversely, the contractor has to agree to abide by the Department's safety rules and regulations and inform the Department of any hazardous substances they intend to bring onto any site in order to perform their work.

Contractors are required to provide a list of all hazardous substances they intend to use at the Department in any bid package.

Contractors will make available a list of hazardous chemicals and SDS's for the hazardous chemicals prior to bringing those chemicals on Department property or using them on behalf of the Department.

The Department reserves the right to deny use of any hazardous substance or chemical the Contractor wishes to use that the Department deems hazardous and may affect Department employees and/or members of the public.

The Contractor is required to maintain copies (on site) of the SDS of the hazardous substances or chemicals they will use throughout the work place.

All hazardous substances and chemicals brought onto the premises must be labeled as required by the Hazard Communication Standard.

The Contractor may be asked to provide records of their Hazard Communication Training Program. The Contractor's employees may be required to attend a safety orientation prior to commencing work at the Department. The orientation will cover the following:

- Department's safety rules
- Department's emergency procedures for medical, spills, fires, accident reporting, property damage, and evacuation
- Specific hazards (chemical or physical) in area where Contractor will be working
- Any other hazards as conditions warrant



HAZARD COMMUNICATION POLICY

In the event of an emergency, the Contractor must immediately notify the Section Manager/Supervisor and indicate what the emergency is and what assistance is required.

All accidents, chemical spills, fires, accidents, property damage, etc., no matter how small, must be reported to the Section Manager/Supervisor immediately for investigation and documentation.

Any precautions and/or protective measures to minimize the possibility of exposure will be communicated by the contractor to Section Manager/Supervisor and from there to our employees.

No hazardous materials or chemicals will be introduced into the workplace by vendors, outside contractors, or employees unless approved by the Section Manager/Supervisor.

Labeled/Unlabeled Pipes (if applicable)

Aboveground pipes transporting hazardous substances (gases, vapors, liquids, semi-liquids, or plastics) are identified in accordance with 8 CCR, Section 3321, "Identification of Piping." Other aboveground pipes that do not contain hazardous substances but may have associated hazards if disturbed or cut (e.g., steam lines, oxygen lines) are addressed as follows:

Before employees enter the area and initiate work, the Supervisor will inform them of:

- The location of the pipe or piping system or other known safety hazard
- The substance in the pipe
- Potential hazards
- Safety precautions

Training

The most important part of the Hazard Communication Policy is educating our employees on the hazards of workplace chemicals. In order to inform employees of the potential risk, the Department has developed a hazard communication training program that contains:

- The requirements of the hazard communication regulation, including the employees' rights under the regulation
- The location and availability of the written hazard communication policy
- Any operation in their work area, including non-routine tasks, where hazardous substances or Proposition 65 carcinogens/reproductive toxins are present and exposures are likely to occur
- Methods and observation techniques used to determine the presence or release of hazardous substances in the work area
- Protective practices the organization has taken to minimize or prevent exposure to these substances
- How to read labels and review SDSs to obtain hazard information
- Physical and health effects of the hazardous substances
- Symptoms of overexposure



HAZARD COMMUNICATION POLICY

- Measures employees need to put into practice to reduce or prevent exposure to these hazardous substances by engineering controls, work practices, and use of personal protective equipment
- Emergency and first aid procedures to follow if employees are exposed to hazardous substances
- The location and interpretation, if needed, of warning signs or placards to communicate that a chemical known to cause cancer or reproductive toxicity is used in the workplace

Training will be conducted by the employee's immediate supervisor prior to the employee using any hazardous substance or chemicals. Employees will receive additional training when new hazardous substances or chemicals are introduced into the workplace and when there is a change in formulation of a current chemical that constitutes a new hazard. All chemical safety training is to be documented and retained in the individual employee's personnel file.

Employees who are expected to engage in spill response and cleanup activities for chemicals covered by this policy other than minor spills should refer to the Hazardous Materials Management Plan (HMMP) for a more detailed description of the appropriate procedures and training.

Record Keeping

The Department Director, or assigned designee, is responsible for maintaining hazard communication compliance documents related to policy oversight including the hazardous substances inventory, SDS information, employee training records, and employee exposure records (e.g. air monitoring records) must be maintained for the duration of employment of any exposed employee plus 30 years.

Note: SDSs for products no longer used must also be maintained as described here.

APPENDIX A – GHS CHEMICAL HAZARD LABELING SYSTEM

SAMPLE LABEL

Product Identifier

CODE _____
Product Name _____

Supplier Identification

Company Name _____
Street Address _____
City _____ State _____
Postal Code _____ Country _____
Emergency Phone Number _____

Precautionary Statements

Keep container tightly closed. Store in a cool, well-ventilated place that is locked.
Keep away from heat/sparks/open flame. No smoking.
Only use non-sparking tools.
Use explosion-proof electrical equipment.
Take precautionary measures against static discharge.
Ground and bond container and receiving equipment.
Do not breathe vapors.
Wear protective gloves.
Do not eat, drink or smoke when using this product.
Wash hands thoroughly after handling.
Dispose of in accordance with local, regional, national, international regulations as specified.

In Case of Fire: use dry chemical (BC) or Carbon Dioxide (CO₂) fire extinguisher to extinguish.

First Aid
If exposed call Poison Center.
If on skin or hair: Take off immediately any contaminated clothing. Rinse skin with water.

Hazard Pictograms



Signal Word
Danger

Hazard Statements

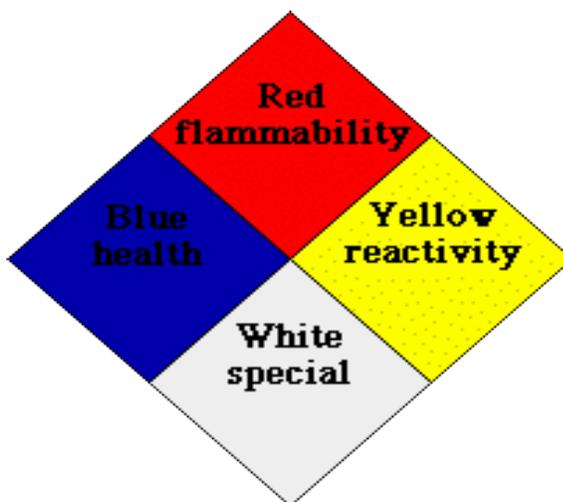
Highly flammable liquid and vapor.
May cause liver and kidney damage.

Supplemental Information

Directions for Use

Net weight: _____ Lot Number: _____
Gross weight: _____ Fill Date: _____
Expiration Date: _____

APPENDIX B – NFPA CHEMICAL HAZARD LABELING SYSTEM



Health Hazards (blue)	
4	Danger – May be fatal on short exposure. Special PPE required
3	Warning – Corrosive or toxic. Avoid skin contact or inhalation
2	Warning – May be harmful in inhaled or absorbed
1	Caution – May be irritation
0	No unusual hazard
Flammability (red) – flashpoint temperature	
4	Danger – Flammable gas or extremely flammable liquid
3	Warning – Flammable liquid flash point below 100 degrees Fahrenheit
2	Caution – Combustible liquid flash point 100-200 degrees Fahrenheit
1	Caution – Combustible if heated
0	Not combustible
Reactivity/Instability (yellow)	
4	Danger – Explosive material at room temperature
3	Danger – May be explosive if shocked, heated under confinement or mixed with water
2	Warning – Unstable or may react violently if mixed with water
1	Caution – May react if heated or mixed with water but not violently
0	Stable – Not reactive when mixed with water
Special Hazards (white)	
W	Water Reactive
Oxidizer, OXY	Oxidizing agent
Rad	Radiation
Acid, COR	Corrosive
ALK	Alkali
CARC	Carcinogen

APPENDIX C – HAZARD PICTOGRAMS

HCS Pictograms and Hazards

<p>Health Hazard</p>  <ul style="list-style-type: none"> • Carcinogen • Mutagenicity • Reproductive Toxicity • Respiratory Sensitizer • Target Organ Toxicity • Aspiration Toxicity 	<p>Flame</p>  <ul style="list-style-type: none"> • Flammables • Pyrophorics • Self-Heating • Emits Flammable Gas • Self-Reactives • Organic Peroxides 	<p>Exclamation Mark</p>  <ul style="list-style-type: none"> • Irritant (skin and eye) • Skin Sensitizer • Acute Toxicity (harmful) • Narcotic Effects • Respiratory Tract Irritant • Hazardous to Ozone Layer (Non-Mandatory)
<p>Gas Cylinder</p>  <ul style="list-style-type: none"> • Gases Under Pressure 	<p>Corrosion</p>  <ul style="list-style-type: none"> • Skin Corrosion/ Burns • Eye Damage • Corrosive to Metals 	<p>Exploding Bomb</p>  <ul style="list-style-type: none"> • Explosives • Self-Reactives • Organic Peroxides
<p>Flame Over Circle</p>  <ul style="list-style-type: none"> • Oxidizers 	<p>Environment (Non-Mandatory)</p>  <ul style="list-style-type: none"> • Aquatic Toxicity 	<p>Skull and Crossbones</p>  <ul style="list-style-type: none"> • Acute Toxicity (fatal or toxic)

APPENDIX D – DEFINITIONS

Absorption

The route of entry into body that takes place as the chemical comes in contact with the skin and destroys some of the protective outer layer, thus allowing the toxic chemical to come in contact with the inner tissues and possible the bloodstream.

ACGIH

The American Conference of Governmental Industrial Hygienists, which publishes threshold limit values.

Acid

A chemical compound that has a pH of less than 7 and is very active chemically. These materials are corrosive.

Acute

Adverse health effects that develop immediately or after a short-term exposure.

Alkali

A chemical compound that has a pH of more than 7. These materials are corrosive; also referred to as a base.

Auto-ignition temperature

The minimum temperature to which a material must be raised before spontaneous combustion will occur in the absence of air.

Base

A chemical compound that has a pH of more than 7. These materials are corrosive; also referred to as an alkali.

Boiling point

The minimum temperature at which the vapor pressure of a liquid equals the atmospheric pressure.

Carcinogen

A substance known to cause cancer or suspected of causing cancer. A substance is considered a carcinogen if it has been evaluated by the International Agency for Research on Cancer (IARC) and found to be a carcinogen or suspect carcinogen; or it is listed as a carcinogen or potential carcinogen in the Report on Carcinogens published by the National Toxicology Policy (NTP); or if it is regulated by the Occupational Safety and Health Administration (OSHA).

CAS number

The Chemical Abstracts Service Number, which is a unique identifier of chemicals.

Ceiling limit

The concentration of a chemical that should not be exceeded during any part of the working exposure.

Chronic

Can mean a long-term exposure to chemicals (months or years), or adverse health effects that appear many months or years after exposure.

Combustible liquid

Any liquid having a flashpoint at or above 100° F (37.8° C), but below 200° F (93.3° C), except any mixture having components with flashpoints of 200° F (93.3° C) or higher, the total volume of which make up 99% or more of the total volume of the mixture.

Compressed gas

A gas mixture having (in a container) an absolute pressure exceeding 40 psi at 70° F (21.1° C); a gas mixture (in a container) having an absolute pressure exceeding 104 psi at 130°F (54.4° C); or a liquid having a vapor pressure exceeding 40 psi at 100° F (37.8° C) as determined by the American National Standard Method of Test D-323-7272 (ASTM).

Corrosive

A substance that causes visible destruction of, or irreversible inflammatory effect on living tissue through chemical action at the site of contact.

Density

A material's weight for a given volume, expressed in g/mL (grams per milliliter).

Evaporation rate

The speed at which a liquid converts to a vapor; usually compared to butyl acetate which evaporates fairly quickly.

Explosion data

Lists the explosive properties of the material in terms of sensitivity to mechanical impact or static discharge. Usually assigned as low, moderate or high.

Explosive

A substance that causes a sudden release of pressure, gas, and heat when subject to sudden shock, pressure or high temperature.

Explosive or flammable limits

The concentration range of a gas or vapor in between the Lower and Upper Flammable Limits, in which explosive ignition will occur.

Exposure limit

The amount of material to which a worker can be repeatedly exposure to without suffering adverse effects. These are stated as Threshold Limit, Ceiling or Short-term Values.

Flammable aerosol

An aerosol that, when tested by the scientific methods listed in the Code of Federal Regulations (CFR) 16, Section 1500.42, yields a flame projection exceeding 18 inches at full valve opening (a flame that extends back to the valve at any degree of valve opening).

Flammable gas

A gas that, at ambient temperature and pressure, forms a flammable mixture with air at a concentration of 13% of volume or less.

Flammable liquid

Any liquid having a flashpoint below 100° F (37.8° C), except any mixture having components with flashpoints of 100° F (37.8° C) or higher, the total of which make up 99% or more of the total volume of the mixture.

Flammable solid

A solid, other than a blasting agent or explosive as defined in Title 8, Article 110, Section 5194, Subsection 5237(a), that is able to cause fire through friction, absorption of moisture, spontaneous chemical change, or retained heat from manufacturing or processing, or which can be ignited readily and when ignited burns so vigorously and persistently as to create a serious hazard.

Flash point

The minimum temperature at which a liquid or solid gives off enough vapor to form an ignitable mixture with the air. The lower the flash point, the greater the fire risk.

Freezing point

The temperature at which a liquid changes into a solid.

Hazardous combustion products

Form when a material burns. These are usually oxides and can be toxic, flammable, or have other hazardous properties.

Hazardous decomposition products

Form when a material decomposes (breaks down) because the material can be unstable or reactive with other materials.

Hepatotoxin

A substance that produces liver damage.

IARC

The International Agency for Research on Cancer.

Inhalation

A route of entry into the body when substances create dusts, fumes, mists, vapors and smoke that can become airborne and affect the air being inhaled. The toxic enters the respiratory tract through the nose and mouth and move downward through the windpipe and into the lungs.

Ingestion

A route of entry into the body when a toxic material is absorbed through the stomach and intestines into the bloodstream. The bloodstream may carry the toxic substance to the liver, which may or may not be able to detoxify all of the toxic materials. Liver cells may be destroyed.

Injection

A route of entry into the body as a result of puncturing the skin with glass, metals or other materials that are contaminated by toxic substances, or when syringes contain toxic substances.

Irritant

A substance which is not a corrosive, but which causes a reversible inflammatory effect on living tissue through chemical action at the site of contact.

Lethal dose (LD₅₀)

The amount of a material given by specific route of entry, which causes the death of 50% of test animals. Oral (by mouth) and dermal (applied to skin) are the most common.

Lower flammable limit (LFL)

The minimum concentration or percentage of a gas or vapor in the air below which ignition will not occur (mixture is "too lean"). Also known as lower explosive limit.

Melting point

The temperature at which a solid changes to a liquid.

Nephrotoxin

A substance that produces kidney damage.

Neurotoxin

A substance that produces its primary toxic effects on the nervous system.

NTP

The national toxicology policy. It provides a service that tests materials for potential carcinogenicity.

Organic peroxide

An organic compound that contains the bivalent peroxide (O-O) structure and which may be considered to be a structural derivative of hydrogen peroxide (H-O-O-H) where one or both of the hydrogen atoms has been replaced by an organic radical.

An organic peroxide is any organic (carbon-containing) compound having two oxygen atoms joined together (-O-O-). This chemical group is called a "peroxy" group. Organic peroxides can be severe fire and explosion hazards

Oxidizer

A substance other than a blasting agent or explosive as defined in CCR Title 8, Section 5194 and Section 5237(a), that initiates or promotes combustion in other materials, thereby causing fire either itself or through the release of oxygen and other gases.

Oxidizers are compounds which are capable of reacting with and oxidizing (i.e., giving off oxygen) other materials. The primary hazard associated with this class of compounds lies in their ability to act as an oxygen source, and thus to readily stimulate the combustion of organic materials.

Pyrophoric

A substance that will ignite spontaneously in air at a temperature of 130° F (54.4°C) or below. Many pyrophoric materials are also water reactive, reacting vigorously with water or high humidity, often igniting upon contact.

Reproductive effects

Problems in the reproductive system that can be caused by a material including reduced fertility, sterility, menstrual changes, and miscarriages.

Reproductive toxin

A substance that affects the reproductive capabilities including chromosomal damage (genetic mutations) and physical defects in fetuses (teratogenesis).

Sensitization

The development of an allergic reaction to a material over time, after which even minute exposures can cause severe reactions. Skin or respiratory sensitization are the most common.

Sensitizer

A substance that causes a substantial proportion of the exposed persons or animals to develop an allergic reaction in normal tissue after repeated exposure to the substance.

Skin notation

Any contact with a substance can lead to rapid absorption through the skin; usually in toxic amounts.

Specific gravity

The weight of a solid or liquid compared to an equal volume of water. Water has a density of 1.0 g/cc, so any material with a specific gravity of less than 1.0 will float on water.

Short-term exposure limit (STEL)

The average concentration of a material to which workers can be exposed for a 15 minute period only, without experiencing adverse effects (irritations, etc). The amount of time and frequencies between occurrences can be restricted.

Solubility

The ability of a material to dissolve in water. Can be expressed as a percentage, or simply as, "insoluble," "miscible," "moderately soluble," "soluble," or "very soluble."

Stability

The ability of a material to remain unchanged in the presence of heat, moisture or air. An unstable material may decompose, polymerize, burn or explode under normal conditions.

Synergistic materials

Materials that create a net health effect that is greater than the sum of the individual materials when combined.

Teratogenicity

The ability of a material to cause birth defects or harmful effects to the embryo or fetus.

Threshold limit values (TLV)

The time weighted average concentration of a chemical in the air for a normal 8 hour workday or 40 hour work week to which nearly all workers can be exposed to without suffering adverse effects.

Toxic substance

A substance which can cause either short-term or long-term health effects. These effects are based on lethal dose or lethal concentration levels as outlined in the CCR Title 8, Article 110, Section 5194, Appendix A.

UN number (UN ID)

The four-digit code assigned by the United Nations to a potentially hazardous material or class of materials during transportation.

Unstable or water reactive

A substance, which in its pure state or as processed or transported, will vigorously polymerize, decompose, condense, or will become self-reactive under such conditions as shocks, pressure and temperature. A water reactive substance is one that reacts with water to release a gas that is either flammable or presents a health hazard.

Upper flammable limit (UFL)

The maximum concentration or percentage of a gas or vapor in the air above which ignition will not occur (mixture is "too rich"). Also known as the Upper Explosion Limit.

Vapor density

The relative density of a gas or vapor compared to an equal volume of clean, dry air. Air has a density of 1.0, so any gas with a density less than 1.0 will rise in air and any gas with densities greater than 1.0 will accumulate in low-lying areas.

Vapor pressure

The measure of the tendency of a material to form a vapor. The higher the vapor pressure, the higher potential vapor concentration; hence, the more likely the material is to be an inhalation or fire hazard.

Volatility

The tendency of a liquid to evaporate; expressed in terms of percentages.



APPENDIX J

City of Santa Cruz Hearing Conservation Program

	<u>PAGE</u>
FORWARD	3
INTRODUCTION	3
SCOPE AND PURPOSE	4
HEARING CONSERVATION PROGRAM	4
NOISE EXPOSURE	4
MONITORING	5
AUDIOMETRIC TESTING	5
RECORDKEEPING	6
TRAINING	7
GLOSSARY	9

FOREWORD

Medical Professionals have long been aware of the problem of noise-induced hearing loss in the workplace. Studies have shown that certain levels of noise can produce irreversible damage to an individual's hearing. Usually, the first loss of hearing is in the high frequency range. If exposure to excessive noise levels continues, the individual eventually will experience hearing loss at the lower frequency levels as well.¹

INTRODUCTION

Noise can affect health in various ways. A very intense noise, such as that caused by a discharge of a high explosive device, can damage the conductive mechanism of the human ear. Continuous exposure to relatively loud noise over a period of time can damage the inner ear. In either case a hearing impairment results.

Non-Hearing effects of noise can also affect health. These effects include disturbance and annoyance, which can interfere with sleep and communication and thus impair performance and efficiency.

Techniques, equipment, personnel and training are now sufficiently developed to safely allow the generalization that occupation-related hearing impairment can be eliminated as a significant health hazard in the City of Santa Cruz. Achievement of this goal requires commitment to all program elements and to all characteristics of program success. A responsible hearing conservation program includes five elements:

1. Noise Survey and Analysis.

¹ National Safety Council, *Accident Prevention Manual for Business and Industry, Engineering and Technology*, (Chicago 1992) 10th Edition. Pg. 422

2. Engineering Controls.
3. Professionally Supervised Hearing Testing.
4. Personal Hearing Protection.
5. Education.

Scope and Purpose

This section covers the City of Santa Cruz requirements and responsibilities for implementing and maintaining an acceptable Hearing Conservation Program.

The purpose of this program is to establish operating procedures for the City of Santa Cruz Hearing Conservation Program. It is further intended to meet regulations set by CAL/OSHA, in 8 CCR Article 105, sections 5095-5100.

HEARING CONSERVATION PROGRAM

A hearing conservation program shall be administered whenever employee noise exposures equal or exceed an 8 hour time-weighted average sound level of 80 decibels measured on the A scale or a dose of 50%.

NOISE EXPOSURE

Protection against the effects of noise exposure shall be provided when the sound levels exceed those in Table 1².

When employees are subject to noise exposures exceeding those listed in Table 1, feasible administration or engineering controls shall be utilized. If such controls fail to reduce noise exposures within the levels of Table 1, personal protective equipment shall be provided and used to reduce noise exposures with the levels

² Adaptation and summary of noise level tables in 8 CCR 5095-5100, tables N-1 and A-1.

of the Table 1. Radio headsets shall not be used as hearing protective devices.

Exposure to impulse or impact noise shall not exceed 140-db-peak sound pressure level. Continuous noise exposures are measured with a calibrated standard sound level meter set on the A-scale at slow response or with calibrated noise dosimeters.

Table 1

Noise Exposure Limits	
Sound Level DBA	Permissible Exposure (Hours)
80	16
85	8
90	4
95	2
100	1
105	0.5

Noise exposures shown in this table are equivalent to an 8-hour audio dosimeter reading of 100%.

MONITORING

The Safety Officer will provide affected employees with an opportunity to observe any noise measurements conducted within the City. A sound level meter may be used to screen noise exposures. If these exposure measurements and estimated exposure duration's exceed a time-weighted average of 80 dBA, a more complete evaluation of employee noise dose is required. All continuous, intermittent and impulsive sound levels from 80 decibels to 130 decibels shall be integrated. Each employee exposed at or above an 8-hour TWA of 80 decibels or 50% shall be notified of the result of the monitoring.

AUDIOMETRIC TESTING

A baseline audiogram shall be taken within 90 days for each employee who is initially assigned or reassigned work areas where the noise exposure equals or exceeds an 8-hour time-weighted average or 80 dBA or a dose of 50%

PROCEDURES

Employees included in the Hearing Conservation Program are informed of the purpose of audiometric testing, an explanation of the procedure, the results of the test.

1. An annual audiogram shall be taken for:
 - a) Each employee with noise exposure, which equals or exceeds an 8-hour time-weighted average or 80 dBA or a dose of 50%.
 - b) Employees having a detected hearing loss.
2. A certified Hearing Conservationist performs audiometric testing. (Audiometric Technician).
3. The results of all audiometric tests are maintained in the employees medical files located in the Personnel Department.
4. Employees included in the Hearing Conservation Program shall receive an audiogram upon termination.
5. Each employee shall be notified of his or her audiometric test results in writing by the testing provider.

Note: A standard threshold shift is a change in hearing threshold relative to the baseline audiogram of an average of 10 dB or more at 2000, 3000, and 4000 Hz in either ear. In these cases, a workers' compensation form 5020 must be completed.

RECORD KEEPING

All records shall be maintained in the employees medical personnel files and shall include the following information:

Employee Exposure Measurements

1. Employee name and identification number.
2. Date the monitoring was performed.

3. Employee's job assignment and work location.
4. Noise levels, exposure duration and or other appropriate measurements of the work area.
5. Equipment records.
6. Records shall be maintained at least 30 years after termination of employment.

Audiometric Testing Records

1. Employee name and number
2. Employee job assignment and work location
3. Date, time, and location of test.
4. Name of person performing the test.
5. Records, information on test equipment, model, serial number and calibration date.
6. Employee's most recent noise exposure assessment.
7. Records shall be maintained for the duration of affected employees employment.

In addition, the City will maintain a record of the qualifications of the specialists conducting all testing to include accurate measurements of the background sound pressure levels in audiometric test rooms.³

TRAINING

Employee training on Hearing Conservation shall be made available to all employees exposed to noise at or above 80 decibels 8-hour TWA of 80 decibels. Each city department shall provide training to ensure that hearing hazards, the purpose of hearing protection, and the intent of audiometric testing are understood by employees, and that the knowledge and skills required for safe work in environments with significant noise levels.

The training for the Hearing Conservation Program shall be held annually by each department. It will include at a minimum:

1. Effects of noise on the ear and hearing
2. Information on hearing protection equipment design, selection and care.

³Article 105, Sections 5095-5100, Appendix C

3. Information on audiometric testing and test procedures.

Each affected current, transfer, and/or new employee shall be instructed in the purpose and use of the Hearing Conservation Program.

Employee Hearing Conservation Program retraining will be provided for all authorized and affected employees whenever there is a change in their job assignment, a change in machines, equipment or processes that present a new hazard, or when there is a change in the Hearing Conservation Program procedure. Retraining will also be conducted whenever a periodic inspection reveals new noise levels or production changes resulting in noise levels identified by the Hearing Conservation Program procedure.

GLOSSARY

Action Level	An 8-hour time weighted average of 85 decibels measured on the A-scale, slow response, or equivalently, a dose of fifty percent.
Audiogram	A chart, graph or table resulting from an audiometric test showing an individuals hearing threshold levels as a function of frequency
Audiologist	A professional, specializing in the study and rehabilitation of hearing, which is certified by the American speech, Hearing and Language Association or licensed by a state board of examiners.
Baseline audiogram	The audiogram against which future audiograms are compared.
Criterion Sound Level. Decibels dBA	A sound level of 90 decibels Unit of measurement of sound level. (Decibels-A-Weighted). A unit of measurement of sound level corrected to the A-weighted scale, as defined in ANSI S1.4-1971 (R1976), using a level of 20 micropascals (0.00002 Newton per square meter).
Hertz.	Unit of measurement of frequency, numerically equal to cycles per second.
Medical Pathology	A disorder or disease. For purposes of this program, a condition or disease affecting the ear, which should be treated by a physician specialist.
Otolaryngologist	A physician specializing in diagnosis and treatment of disorders of the ear, nose and throat.
Representative Exposure	Measurements of an employee's noise dose or 8-hour time weighted average sound level that the employer deems to be a representative of exposures of other employees in the workplace.



HEAT ILLNESS PREVENTION POLICY

Table of Contents

Purpose	1
Responsibilities	1
Procedures	2
Hazard Identification	2
Employee Protection	3
Reporting	3
Response	3
Provision of Water	4
Access to Shade	5
Training	7

Appendices

- A – Tips for Treating Heat-related Illness
- B – Resources and Definitions



HEAT ILLNESS PREVENTION POLICY

PURPOSE

Employees who work in outdoor places of employment or on job tasks in other areas when environmental risk factors for heat illness are present are at risk for developing heat illnesses if they do not take adequate precautions.

The purpose of this policy is to protect employees at risk for heat illness by controlling, to the extent possible, the risk factors that can lead to heat illness and developing employee and supervisor awareness of heat illness prevention and response. All employees who are at risk from heat illness are expected to comply with the procedures in this policy.

This policy applies to all outdoor places of employment at those times when the environmental risk factors for heat illness are present. This written policy is based on the California Code of Regulations, Title 8, Section 3395.

This policy also applies to indoor places of employment when these structures may actually be hotter than the environment outside of them because of heating by the sun and conditions inside like limited air circulation or lack of insulation. Cal/OSHA considers a structure in this category to be an outdoor workplace if it does not significantly reduce the net effect of the environmental risk factors that exist immediately outside of the structure. Examples may include, but are not limited to, working in attics, crawl spaces, or buildings without air conditioning.

RESPONSIBILITIES

The Water Department Director or assigned designee:

- Preparing and maintaining a written policy that complies with the requirements of applicable Cal/OSHA requirements
- Ensuring training is conducted for potentially impacted employees and their supervisors on the risks and prevention of heat illness, including how to recognize symptoms and how to respond when they appear

Section Manager/Supervisor:

- Responsible for the effective implementation of this policy in order to ensure the safety of their employees.
- Identifying all employees who are required to work in environments where potential heat illness could occur and identifying the supervisor of the employees
- Ensuring adequate water is available at a job site when the environmental risk factors for heat illness are present and encouraging affected employees to consume small amounts of water frequently
- Ensuring adequate shade is available at a job site when the environmental risk factors for heat illness are present and encourage employees to take preventative recovery periods whenever necessary



HEAT ILLNESS PREVENTION POLICY

- Ensuring all affected employees have received proper training on heat illness prevention
- Ensure that newly hired employees or employees who are transferred into working outdoors are closely observed during periods of “high heat”. For the purposes of acclimatization, “high heat” is defined as 80 degrees or warmer, or 10 degrees warmer than the average temperature of the previous 5 days. This period of close observation must last a minimum of 14 days
- Ensuring the requirements in this document are followed
- Contacting emergency medical services in the event medical assistance is required

Affected employees:

- Complying with the provisions of the Heat Illness Prevention Policy as described in this document and in the training sessions they attend
- Consuming small amounts of water frequently at all times when the environmental risk factors for heat illness are present
- Taking preventative recovery periods in a shaded area to prevent or recover from heat-related symptoms
- Reporting heat-related illness symptoms to their supervisor

PROCEDURES

Hazard Identification

Managers will identify all employees and their supervisors who are required to work outdoors when the environmental risk factors for heat illness are present. Identification of potentially impacted employees will be made at the department level and notifications will be made to affected employees.

The agency will evaluate the actual environmental risk factors each day throughout the year, including:

- Actual weather conditions at the work site, such as temperature, humidity, and sunshine
- Severity and duration of the work to be performed at the site
- Amount of exposure to direct sunlight
- Types of clothing and personal protective equipment used by employees

The agency will consider a variety of means to control these risk factors, such as:

- Allowing employees to acclimate to hot weather
- Providing shade for work areas
- Scheduling outdoor or vigorous work in the cooler parts of the day



HEAT ILLNESS PREVENTION POLICY

- Scheduling additional breaks during the hot times of the day
- Providing misters or other cooling mechanisms
- Rotating employees with particularly hot or strenuous jobs
- Providing a canopy cover when operating boats at Loch Lomond

Employee Protection

Supervisors must ensure each affected employee has at least one quart per hour of drinking water available at all times for the duration of the shift. Supervisors are responsible for reminding employees drink frequently.

Supervisors are responsible for ensuring employees have access to a shaded area to prevent or recover from heat illness symptoms and to take rest breaks. Supervisors are responsible for allowing employees to have preventative recovery periods of at least five minutes at any time to prevent or recover heat illness symptoms. A vehicle is not considered a shaded area unless the engine is running and the air condition is working.

Reporting

Employees are to promptly report to their immediate supervisor any symptoms of heat illness they, themselves, are experiencing or signs of heat illness they observe in their co-workers.

Response

Supervisors will be trained to recognize the symptoms of heat illness and to provide an effective response.

As soon as a supervisor becomes aware of an employee with possible heat illness symptoms, the supervisor will take immediate steps to safeguard the employee's well-being and to determine the response level needed.

The supervisor will call the Water Department Safety Coordinator and activate the internal first aid system, including dispatching a runner to retrieve a first aid kit.

If an employee's condition appears to be severe and/or the employee's condition does not improve after a recovery period, the supervisor will call 911 to activate an external emergency medical service (EMS) response. Employees with any of the symptoms of possible serious heat illness will not be sent home or left unattended without medical assessment and authorization from a qualified health care provider.

After activating either the internal first aid system or external EMS system to respond, the supervisor must follow generally accepted heat illness treatment guidelines such as those in Appendix A, California Department of Health Services Tips for Treating Heat Illness, being careful not exceed his or her level of first aid training.

If the supervisor determines the heat illness affected employee needs to be transported to a location that can accessed by the EMS provider, the employee will either be transported



HEAT ILLNESS PREVENTION POLICY

manually to that location or transported by a vehicle, depending on patient condition, distance, work site conditions, and time considerations.

If the supervisor determines external emergency medical response is needed, the supervisor will provide clear and precise directions to the work site and be prepared to provide pertinent information such as cross streets, mile markers, landmarks, and any other information requested by the emergency medical services dispatcher. Employees will be trained to provide the same information if needed.

Provision of Water

Affected employees will have reliable access to potable drinking water to replace fluid lost due to heat and working conditions. Where water is not plumbed, or otherwise continuously supplied, it will be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift. The shift may begin with small quantities as long as an effective procedure is in place for replenishing water during the shift as needed so that the employees can meet the one quart per hour requirement.

Supervisors will encourage the frequent drinking of water by employees and will never pressure employees in any way to reduce their consumption of water to conserve the supply. Supervisors will ensure water is available to employees at all times and will not establish any practice that allows the water supply to run out or requires an employee to request water before replenishing the supply.

The following provisions for drinking water must also be in place:

- All sources of drinking water will be maintained in a clean and sanitary condition and be suitably cool.
- Place water containers as close as possible to workers.
- Portable drinking water dispensers will be equipped with a faucet or drinking fountain, will be capable of being tightly closed, and will be otherwise designed, constructed, and serviced so that sanitary conditions are maintained. Such dispensers will be clearly marked as to its contents.
- Dipping or pouring of drinking water from containers from barrels, pails, or tanks is prohibited regardless of whether or not the containers are fitted with covers.
- The use of a common cup, glass, or other vessel for drinking purposes is prohibited.
- When single-service cups are supplied, a sanitary container for the unused cups and a receptacle for disposing of the used cups will be provided.
- When sealed one-time use water containers are supplied, a receptacle for disposing of the used containers will be provided.
- When re-usable containers for individual use are used, the employer will ensure the containers are marked to identify the user and maintained in a sanitary condition.
- Any container used to store or dispense drinking water will be clearly marked as to the nature of its contents and will not be used for any other purpose.
- Supervisors will monitor water containers, and employees are encouraged to report to supervisor/designated person low levels or dirty water.



HEAT ILLNESS PREVENTION POLICY

- When drinking water levels within a container drop below 50%, the water will be replenished immediately, or water levels should not fall below the point that will allow for adequate water during the time necessary to effect replenishment.
- Supervisors will provide frequent reminders to employees to drink frequently, and more water breaks will be provided.

Access to Shade

Employees suffering from heat illness or believing a preventative recovery period is needed must be provided access to an area with shade that is either open to the air or provided with ventilation or cooling for a period of no less than five minutes. The purpose of the recovery period is prevention of heat illness, and access to shade will be permitted at all times. The preventative recovery period is not a substitute for medical treatment. If an employee has any symptoms of heat illness, first aid procedures should be initiated.

Employers must provide employees access to shade when employees believe they need a preventative recovery or when they are actually suffering from a heat illness. Shaded areas used for preventative recovery periods must allow the employee to assume a comfortable posture and will not cause exposure to another hazard.

Shade must also be present when the outdoor temperature for the area closest to the location at which employees are to work is forecast as of 5:00 p.m. the previous day to be over 80 degrees Fahrenheit according to the National Weather Service. If the prediction on the previous day is for the temperature high for the area to exceed 85 degrees Fahrenheit, shade must be up as of the beginning of the shift and present throughout.

Employers may choose, as an alternative to monitoring predicted temperature highs, to measure the temperature hourly during the work shift to determine whether the dry bulb temperature exceeds 80 degrees Fahrenheit at the work site. This can be done by using any thermometer that reasonably appears to display the proper temperature. One way to make this determination is to check the reading against other thermometers to determine whether the temperature it shows is approximately the same, i.e., within approximately 1 degree Fahrenheit. If this method is chosen, the employer must promptly provide actual shade for the remainder of the shift once a temperature reading exceeds 80 degrees Fahrenheit.

Regardless of what the predicted high has been the previous day, employers are expected to know if the actual temperature is exceeding 80 degrees Fahrenheit at their work site. If the temperature enters this range, shade must actually be present regardless of the previous day's predicted temperature high.

During the shift, there must always be enough shade to accommodate those employees who seek it to cool off as required by the standard. Employers should anticipate that the hotter the weather gets, the more employees are likely to seek shade at the same time. This does not mean there must be enough shade to accommodate all employees on the shift at the same time, however. Rather, an employer may comply by adopting a procedure to ensure that employees who desire access to shade will not be deprived of it due to lack of space. One such procedure would be for the rotation of employees in and out of shaded areas to ensure all have



HEAT ILLNESS PREVENTION POLICY

sufficient access for the five-minute interval specified in the regulation. Another would be to set up additional shade structures as needed. DOSH accepts as compliant any reasonable strategy that ensures employees are not deprived of shade when they believe a preventative recovery period is needed. Any such procedure must be clearly and accurately described employer's written heat illness prevention procedures.

As a general rule, and subject to the considerations described above, Cal/OSHA considers the amount of shade to be sufficient if there is enough to accommodate, at the same time, 25% of the employees on a shift, so that employees can sit comfortably in the shade without touching each other.

Enclosed areas must not be used to provide shade unless they allow cooling comparable to that provided by shade in the open air. Interiors of cars or other vehicles must not be used for shade unless the vehicle's air conditioning is running, or the vehicle is kept from heating up in the sun in some other way. Interior areas such as metal storage sheds and other outbuildings must not be used for shade unless they provide a cooling environment comparable to shade in open air, meaning they must be mechanically ventilated or open to air movement.

The nearest shaded area must be as close as practicable. Usually this will mean that shade must be reachable within a 2½ minute walk, but Cal/OSHA recognizes that, just as in some cases it is practicable to place shade closer than that, the same considerations of practicality will necessitate shade being placed farther away than that in other cases. Cal/OSHA believes that in no case is it permissible for shade to be located more than ¼ mile or a five minute walk away, whichever is shorter.

High Heat Procedures:

When the temperature equals or exceeds 95 degrees Fahrenheit, supervisors will implement the following additional procedures.

- 1) Ensure that effective communication by voice, observation or electronic means is maintained to allow employees at a work site to contact a supervisor when necessary. Cellular communication in the form of phone calls or text message may only be used if a reliable signal is present
- 2) Supervisors must effectively monitor employees through use of one of the following methods'
 - a. Direct observation of 20 or fewer employees by the supervisor or designee, or
 - b. Mandatory buddy system, or
 - c. Regular communication with a solo worker, or
 - d. Other effective means of observation
- 3) Designate one or more employees as authorized to call for EMS assistance or allowing all employees to call for EMS assistance when needed.
- 4) Remind all employees throughout the work shift to drink plenty of water.
- 5) Conduct pre-shift meetings before work starts to review high heat procedures, encourage all employees to drink plenty of water and remind employees to take cool-down rest breaks when necessary.



HEAT ILLNESS PREVENTION POLICY

Training

All employees working on job tasks where environmental risk factors for heat illness are present and their supervisors will receive initial training on preventing and responding to heat illness when this policy is first established and annually before working in heat. All new employees who will work outdoors will be trained upon hire, and all employees transferring to outdoor positions will be trained upon transfer. Supervisors will be trained initially when the policy is first established, upon promotion or hire into a supervisory role, and annually thereafter.

Employees

Training must be provided for all employees working on job tasks where the environmental risk factors for heat illness are present and prior to being assigned to work tasks. Training will include the following:

- The environmental and personal risk factors for heat illness including the additional burden of heat loads caused by exertion, clothing and personal protective equipment
- The agency's procedures for complying with the requirements of this standard
- The importance of frequent consumption of small quantities of water, up to 4 cups per hour, when the work environment is hot and employees are likely to be sweating more than usual in the performance of their duties
- The importance of acclimatization
- The different types of heat illness and the common signs and symptoms of heat illness
- The importance to employees of immediately reporting to the agency, directly or through the employee's supervisor, symptoms or signs of heat illness in themselves or in co-workers
- The agency's procedures for responding to symptoms of possible heat illness, including how emergency medical services will be provided should they become necessary
- The agency's procedures for contacting emergency medical services and if necessary, for transporting employees to a point where they can be reached by an emergency medical service provider
- The agency's procedures for ensuring that in the event of an emergency, clear and precise directions to the work site can be provided as needed to emergency responders.

Supervisors

Supervisors will receive training on the following topics prior to being assigned to supervise outdoor employees:

- The training information required of the employees, detailed above
- Procedures the supervisor must follow to implement the provisions of this policy
- Procedures the supervisor must follow when an employee exhibits symptoms consistent with possible heat illness, including emergency response procedures

APPENDIX A – TIPS FOR TREATING HEAT-RELATED ILLNESS

Heat Stroke

Heat stroke happens when the body can no longer control its temperature. The body's temperature rises fast. The body cannot sweat and is unable to cool itself. Warning signs include red, hot, dry skin; very high body temperature; dizziness; nausea; confusion; strange behavior or unconsciousness; rapid pulse or throbbing headache. Heat stroke can cause death or disability if treatment is not given. What to do:

- Get immediate medical assistance
- Get the victim to a shady area
- Cool the person off with a cool shower, garden hose, etc.
- Do not give the victim fluids to drink
- If emergency medical personnel are delayed, call the hospital for further instructions

Heat Exhaustion

Heat exhaustion is a milder illness that happens when the body has lost too much water and salt in sweat. Warning signs include heavy sweating, cramps, headache, nausea or vomiting, paleness, tiredness, weakness, dizziness, and fainting. If heat exhaustion is not treated, it can turn into heat stroke. Get medical assistance if the symptoms are severe or if the victim has heart problems or high blood pressure. Help the victim cool off with:

- Cool, nonalcoholic beverages
- Rest, lying down
- Cool shower, bath or sponge bath
- Air-conditioning
- Lightweight clothing

Heat Syncope

Heat syncope is a fainting (syncope) episode or dizziness that usually occurs with prolonged standing or sudden rising from a sitting or lying position. Factors that may contribute to heat syncope include dehydration and lack of acclimatization. Symptoms of heat syncope include light-headedness, dizziness, and fainting. Workers with heat syncope should:

- Sit or lie down in a cool place when they begin to feel symptoms
- Slowly drink water, clear juice, or a sports beverage

Heat Cramps

Heat cramps are muscle pains and spasms due to heavy activity. They usually involve the stomach muscles or the legs. It is generally thought that the loss of water and salt from heavy sweating causes the cramps. If you have heart problems or are on a low-sodium diet, get medical attention for heat cramps. What to do:

- Stop and sit quietly in a cool place
- Drink clear juice or a sports beverage



HEAT ILLNESS PREVENTION POLICY

- Rest for a few hours to avoid heat exhaustion or heat stroke
- Get medical assistance if heat cramps do not stop after one hour

Heat Rash

Heat rash is a skin irritation caused by excessive sweating during hot, humid weather. Symptoms include red cluster of pimples or small blisters. Heat rash is more likely to occur on the neck and upper chest, in the groin, under the breasts, and in elbow creases. Workers experiencing heat rash should:

- Try to work in a cooler, less humid environment when possible
- Keep the affected area dry
- Dusting powder may be used to increase comfort

Sunburn

Sunburn is when skin becomes red, painful and unusually warm after being in the sun. Sunburn should be avoided because it damages the skin and could lead to more serious illness. What to do:

- See a doctor if the sunburn victim has fever, blisters, or severe pain
- Stay out of the sun
- Bathe the sunburned area with cool water
- Use moisturizing lotion on sunburn; do not use salve, butter or ointment
- Do not break blisters



HEAT ILLNESS PREVENTION POLICY

APPENDIX B – RESOURCES AND DEFINITION

Cal/OSHA

Heat Illness Prevention and Information

www.dir.ca.gov/DOSH/HeatIllnessInfo.html

Centers for Disease Control (CDC)

Frequently Asked questions (FAQs) About Extreme Heat

www.bt.cdc.gov/disasters/extremeheat/faq.asp

Heat Stress in the Elderly

www.bt.cdc.gov/disasters/extremeheat/elderlyheat.asp

California Department of Industrial Relations

Heat Illness on the Job – multilingual public service announcements

www.dir.ca.gov/DIRNews/PSA_Page.html

DEFINITIONS

Acclimatization

The temporary adaptation of the body to work in the heat that occurs gradually when a person is exposed to it. Acclimatization peaks in most people within 4 to 14 days of regular work for about two hours per day in the heat.

Environmental Risk Factors for Heat Illness

Include working conditions that create the possibility that heat illness could occur, including air temperature, relative humidity, and radiant heat from the sun and other sources, conductive heat sources such as the ground, air movement, workload severity and duration, protective clothing, and personnel protective equipment worn by employees

Heat Illness

A serious medical condition resulting from the body's inability to cope with a particular heat load and includes heat cramps, heat exhaustion, heat syncope, and heat stroke

Personal Risk Factors for Heat Illness

Includes factors such as an individual's age, degree of acclimatization, health, water consumption, alcohol consumption, caffeine consumption, and use of prescription medications that affect the body's water retention or other physiological responses to heat

Preventative Recovery Period

A period of time to recover from the heat in order to prevent heat illness

Shade

The blockage of direct sunlight. Canopies, umbrellas, and other temporary structures or devices may be used to provide shade. One indicator that blockage is sufficient is when objects do not cast a shadow in the area of blocked sunlight. Shade is not adequate when heat in the area of



HEAT ILLNESS PREVENTION POLICY

shade defeats the purpose of shade, which is to allow the body to cool. For example, a car sitting in the sun does not provide acceptable shade to a person inside it unless the car is running with air conditioning on. Shade must not cause exposure to another hazard.



INJURY AND ILLNESS PREVENTION POLICY

Table of Contents

Purpose	1
Responsibilities	1
Procedures	4
Communication	4
Compliance	5
Hazard Assessment and Corrective Action	5
Incident/Near Miss Investigation	6
Training.....	6
Record Keeping	6



INJURY AND ILLNESS PREVENTION POLICY

PURPOSE

The Santa Cruz Water Department established this Injury and Illness Prevention Policy (IIPP) in accordance with Title 8, California Code of Regulations, Section 3203, of the General Industry Safety Orders. The IIPP embodies proper attitudes toward injuries and illness prevention on the part of managers, supervisors, and employees. It requires cooperation in safety and health matters, not only between supervisor and employee, but also between each employee and his/her coworkers. All employees are required to comply with the Department's safety and health policies and safe practices.

RESPONSIBILITIES

Water Department Director or assigned designee:

- Implement the IIPP.
- Ensure Sections are conducting safety training related to general safety policies, rules, and work practices.
- Ensure consistent enforcement of safety rules from Section to Section.
- Coordinate workplace inspections of facilities/Sections.
- Review workplace inspections reports and ensure corrective actions are taken.
- Ensure a system is in place to correct identified hazards and unsafe working conditions in a timely manner.
- Ensure accident investigations are completed, investigation reports are generated and corrective action is followed up in a timely manner.
- Communicate safety information and updates to employees.
- Ensure safety-related documentation, including training records, inspections, corrective action, and safety communication is retained in accordance to the IIPP.
- Include safety performance as a regular part of discussions held with Section Managers and Supervisors.
- Establish and support the Water Department Safety Committee (WDSC).
- Attend WDSC and Section safety meetings, on occasion, to demonstrate management support of the safety program.

Section Managers:

- Support a positive safety culture.
- Establish and review safety policies and other safety documents
- Ensure employees receive safety training in job hazards and safe work practices.
- Provide necessary safety and/or ergonomic equipment.
- Ensure safety rules and safe work practices are followed.



INJURY AND ILLNESS PREVENTION POLICY

- Communicate to employees the penalties for violation of safety rules.
- Ensure workplace inspections are conducted and are documented properly.
- Correct hazardous conditions and unsafe work practices in a timely manner.
- Upon occupational injuries and illnesses and near miss incidents, reevaluate training and safety program and discuss with the entire Section.
- Ensure return-to-work accommodations are reviewed and implemented for all occupational injuries and illnesses in coordination with City Policy.
- Hold meetings in which employees may freely and openly discuss health and safety issues.
- Review online anonymous safety concern submittals.

Supervisors:

- Establish a strong safety attitude among employees and a clear understanding of specific duties and responsibilities.
- Enforce safety rules and safe work procedures in a consistent manner.
- Ensure employees are properly trained in processes, procedures, and safe work practices.
- Ensure personal protective equipment is provided and being used by employees.
- Ensure tools and equipment are safe and, if a hazard exists, initiate action to have the condition corrected or repairs made.
- Perform periodic walk-throughs of work areas to ensure they are in an orderly manner, and free of hazardous conditions and unsafe work practices.
- Notify the Section Manager immediately whenever an injury occurs.
- Investigate all injuries, illnesses, incidents and near misses, and create a written report to determine the cause and to prevent reoccurrence.
- Assist the Section Manager in arranging modified duty assignments for injured workers.
- Actively participate in safety meetings and lend support to promotional activities.
- Provide positive reinforcement to employees who follow proper safety procedures.

Employees:

- Know and follow written and verbal safety policies and procedures and discuss all questions with the supervisor.
- Perform tasks that they are trained and authorized to perform.
- Use supplied personal protective equipment and tools as required by position and task being performed.
- Report all work-related injuries immediately to the supervisor, no matter how minor.



INJURY AND ILLNESS PREVENTION POLICY

- Report unsafe conditions, equipment, work site, and other hazards to the supervisor.
- Provide ideas and suggestions to help prevent accidents and injuries.
- Ensure work performed by yourself and coworkers is done in a safe manner.

WDSC:

- Set annual goals and a work plan for safety performance.
- Hold meetings to provide management and employees an opportunity to discuss safety concerns, evaluate employee suggestions, and provide suggestions to improve the Department's safety program.
- Follow-up on recommendations generated in previous meetings.
- Review workplace inspection reports and help ensure corrective actions have been taken.
- Review redacted accident investigations reports prepared by supervisors to help ensure prevention of future similar occurrences.
- Review injury data and provide recommendations to reduce the risk of injuries.
- Review online anonymous safety concern submittals.
- Provide regular communication to Sections and department wide.
- Coordinate department wide safety trainings, as required.

Stop Work Authority (SWA):

In addition to the Occupational Safety and Health Administration (OSHA) requirement that all employees be allowed to refuse to perform any task they believe is unsafe, employees, regardless of position, have the authority and responsibility to call a work stop, if they believe a hazardous condition exists. The employee may stop work by verbally addressing the persons involved. The SWA is not applicable to any contractor's safety program. However, if a Water Department employee believes Water Department contractor is not conducting work safely, the employee may notify the Water Department project manager or designated Water Department inspector on-site, if present.

The SWA requires that work immediately stop until the hazardous condition is corrected. Should the correction be minor in nature and easily corrected, those steps should be completed and work resumed. Should a condition require a more in-depth solution, the supervisor should be notified so that a discussion can occur during which a solution is agreed upon. There are no repercussions for calling a SWA and a SWA can never be overridden by any person, until a proper solution is implemented.

If an employee believes a hazardous condition exists on a Water Department construction project, the employee should immediately notify the construction manager or project manager, whichever is on-site. The construction manager or project manager will work with the construction team to correct the hazardous condition.



INJURY AND ILLNESS PREVENTION POLICY

PROCEDURES

Communication

Open, two-way communication between management and staff on health and safety issues is essential for an injury-free, productive workplace. The Department uses the following communication systems:

- **Training**
Training requirements are designed to instruct each employee on general and job-specific safety procedures.
- **WDSC**
The WDSC provides a forum for management and employees to discuss safety concerns, review accidents, and evaluate employee suggestions.
- **Department/Section Safety Meetings**
The Water Department will hold department wide safety meetings, as required, but no less than annually. Each Section will hold meetings in which employees may freely and openly discussing health and safety issues. The frequency of Section meetings will be based upon the workplace exposures but should occur at least monthly. Meetings can be used to discuss:
 - New hazards that have been introduced or discovered in the workplace.
 - Causes of recent accidents or injuries and the methods adopted to prevent similar incidents in the future.
 - Health or safety issues deemed necessary by management to require reinforcement.
 - Retraining on required procedures.
 - Recognition of employees who follow safe and healthful work practices
- **Safety Postings and E-mails**
Section Managers and Supervisors will periodically post and/or e-mail safety related information to all employees.
- **Reporting of Safety Concerns**
Employees are encouraged to report safety concerns directly to their Section Manager, Supervisor, or to the WDSC, without fear of reprisal or punishment. Under California law, it is illegal for any employer to take action against employees who exercise their right under the law to report unsafe conditions. Section Managers and Supervisors are to encourage employees to report hazards and commend them for their safety awareness.



INJURY AND ILLNESS PREVENTION POLICY

- **Online Anonymous Form**

Employees may submit anonymous concerns regarding hazards, labor/management safety and health committee using the department's online anonymous form. Submissions will be emailed to the WDSC Chair and discussed at WDSC meetings and/or with management.

<https://www.cityofsantacruz.com/government/city-departments/water/water-department-safety-concerns>

Compliance

The Department will support and enforce the safety program to ensure that employees know how to prevent injuries and illnesses and understand the importance of complying with the Department's safety policies and procedures. Enforcement includes the following:

- Inform employees of the IIPP in a "readily understandable" language.
- Evaluate the safety performance of employees and management personnel.
- Recognize employees who perform safe work practices. This recognition may include oral acknowledgement, recognition at meetings, awards or other recognition deemed appropriate by management.
- Provide training and education to employees and retraining to those whose safety performance is deficient.
- Discipline employees for failure to comply with safe processes, procedures and practices.

Hazard Assessment and Corrective Action

The Department is committed to providing employees with safe facilities and operations. Section Managers and Supervisor are responsible for maintaining their areas in a condition that ensures the safety of employees and the public.

Every effort will be made to identify and eliminate all potential hazards by means of a periodic walk-thru of the facility and/or operations. If an employee detects a hazard, he/she must immediately leave the area and report the situation to his/her Section Manager or Supervisor. When a hazard is identified, the Section Manager or Supervisor will provide corrective action to immediately eliminate the hazard. If a hazard cannot be eliminated immediately, the hazard should be communicated to all affected employees through the use of proper warnings or barriers. Corrective action should take no longer than six months after detection. If necessary to ensure employee safety, a work stoppage may be required.

If a piece of equipment is identified and deemed to be unsafe to operate or could cause injury to an employee, the Section Manager or Supervisor must remove the equipment from service immediately and tag it appropriately. If equipment is taken out of service or if there is a possible delay in correcting the hazard, the IIPP Administrator should be notified.

Workplace Inspections

In addition to periodic hazard assessments, the IIPP will coordinate thorough workplace inspections in accordance with the Standard Operating Procedure (SOP) Workplace Inspections. They will be conducted at new sites, when a new hazard has been identified, and every two years after that. Workplace inspections will be conducted by employee, with



INJURY AND ILLNESS PREVENTION POLICY

experience or training to identify actual or potential hazards, or by a safety consultant. The WDSC will review workplace inspection reports and help ensure corrective actions have been taken. The SOP Workplace Inspections provides a list of identified workplace inspection sites, sample hazard inspection criteria to help guide inspectors, and a sample workplace inspection form that can be used to identify the hazard findings and keep track of the status of corrective action.

Incident/Near Miss Investigation

If an incident/near miss occurs, it is essential that the Supervisor complete a thorough investigation in order to find out what caused the incident/near miss and to take action to avoid a similar occurrence in the future. The Supervisor will discuss the incident/near miss at the Section level. The Supervisor will prepare a report documenting his/her findings. The WDSC will review the redacted report to help ensure similar incidents do not occur.

The City's Intranet provides instructions on reporting incidents and on completing Worker's Compensation forms. The Section Manager or Supervisor is responsible for completing such forms.

Training

All employees will participate in Department occupational health and safety training on general and job-specific hazards and safe work practices. Each Section Manager and Supervisor will be trained on all health and safety hazards to which employees under his or her immediate direction and control are exposed. Training will be provided as follow:

- When the IIPP is first established
- New employees are hired
- Employees are reassigned to a new area or task with no prior training
- New substances, operations, or equipment are introduced
- In accordance with the Employee Safety Training Matrix

Employee Safety Training Matrix

Job-specific hazard assessments were used to develop an occupational health and safety training matrix for employees, per position, per Section. Employee Safety Training Matrices identify the required training and frequency of training for each employee. Section Managers are responsible for delivering and tracking the completion of each employee's required training.

Record Keeping

IIPP records will be maintained consistent with the Department's record-keeping procedures. Each Section is responsible for documenting IIPP implementation.

Hazard Assessments/Corrective Actions and Workplace Inspection Records

Hazard assessments/corrections and workplace inspections records, including the name of the individual conducting the inspection, the unsafe conditions and work practices identified, and corrective actions taken, will be retained for three years.



INJURY AND ILLNESS PREVENTION POLICY

Training Records

Training records will be retained for each employee for a minimum of three years. Training documentation will include the employee's name, training dates, training curriculum, and the training provider. Training records include safety training topics delivered during staff meetings or during fieldwork with employees when safety procedures are evaluated or reviewed.

Health and safety training documentation will be retained for each individual within their Section. Safety trainings must be recorded through Target Solutions, the Department's online safety training software.

Communication Records

Section staff meeting minutes, tailgate meetings and other relevant documentation of IIPP communications, compliance, and accident investigation results will be retained for three years.



LEAD COMPLIANCE POLICY

Table of Contents

Purpose	1
Responsibilities	1
Procedures	2
Exposure Monitoring	2
Welding/Lead Paint Removal Operations.....	2
Engineering Controls	2
Administrative Controls	2
Personal Protective Equipment.....	3
Medical Surveillance	3
Training.....	3
Appendices¹	
A – Definitions	

¹ **Safe Practice Guideline – Lead Exposures – General Awareness**



LEAD COMPLIANCE POLICY

PURPOSE

The purpose of this policy is to ensure employee exposures to lead are minimized and the Department is in compliance with Federal and State OSHA regulations.

RESPONSIBILITIES

Engineering Section Manager:

- Investigate upcoming work which may involve the disturbance of lead-containing materials at the project design phase so recommendations can be included in bid specifications.
- Ensure bid specifications disclose all hazardous lead materials that may be encountered by a contractor, and the party responsible for their mitigation.

Section Manager:

- Coordinate initial exposure assessments and workplace monitoring to determine an employee's potential exposure to airborne lead. An approved contractor will:
 - Recommend appropriate engineering and administrative controls to ensure that airborne lead levels do not exceed the Cal/OSHA Action Level.
 - Recommend appropriate personal protective equipment (PPE).
 - Notify managers and supervisors of personal lead air monitoring results.
 - Conduct lead awareness training for employees who perform any tasks in which there is a potential exposure to airborne lead at any level.

Supervisors:

- Ensure employees receive appropriate training.
- Ensure employees follow established safety procedures and that engineering controls are properly functioning.
- Notify the Section Manger of employees who may have a potential exposure to airborne lead, as well as operations or changes that may produce or increase lead exposure to employees.
- Ensure employees who perform work that may have a potential to exceed the Action Level (Controlled Operation) are in a medical surveillance policy and have had a base-line blood lead sample prior to starting work.

Employees:

- Follow lead safety procedures.
- Notify supervisor of tasks or procedures that may cause lead exposure.



LEAD COMPLIANCE POLICY

PROCEDURES

Exposure Monitoring

As warranted, the Water Department will conduct personal exposure monitoring to determine the lead exposure levels for employees who perform tasks that involve working with lead or its compounds. This is an ongoing policy and new tasks involving work with lead will be monitored as they occur.

Tasks that have been monitored and found to be below the Action Level will be re-monitored periodically or whenever there is a change in process, control, or changes in personnel that may change the level of exposure to lead.

Tasks that have been monitored and found to be above the Action Level shall be stopped immediately until engineering and/or work practice controls (including administrative controls) are implemented to reduce and maintain employee exposures to below the Action Level.

Results of airborne lead exposure monitoring shall be provided to employees by their supervisor within two days of their receipt from a contracted laboratory.

Welding/Lead Paint Removal Operations

Welding and lead paint removal operations have been identified as having the potential to exceed the Action Level and shall not be performed without the appropriate engineering and/or administrative controls. Though these controls reduce employee exposure to below the Action Level, the respiratory equipment requirements specified below are intended to further minimize employee exposure, consistent with the ALARA concept. Employees performing these tasks will not eat, drink, smoke etc., while performing these tasks. They will also wash their hands before taking breaks or otherwise leaving the area. Showering may be required, if the PEL is exceeded.

Typically the work is performed by employees in the Distribution Section or by contractors. Paint removal may be performed to prepare surfaces for repainting, or prior to welding, hot cutting, or brazing. Paint removal involves the reduction of visible lead paint by sanding or grinding the surface. Welding, brazing, or heating lead painted surfaces above 600⁰F is prohibited, unless the paint has been removed to bare metal six inches from either side and behind the area that is to be welded, brazed, or heated. The purpose of this is to prevent the generation of lead fumes from the paint when the metal is heated. In certain instances (e.g., limited access, extent of work), with the proper safety precautions, the Director of the Water Department may waive the requirement to remove the paint prior to welding/cutting.

Engineering Controls

When working indoors, local exhaust ventilation equipped with HEPA (or equivalent) filtration shall be used when performing this type of work.

Administrative Controls

- Lead awareness training
- Work performed in designated area with warning signs.
- Written procedures.

Personal Protective Equipment

It is important to avoid the contamination of personal clothing, and to ensure that lead contaminated materials do not leave the work area unless they are sealed. Disposable coveralls, gloves, shoe covers etc., shall be used whenever it is possible to contaminate personal clothing during lead work.

- Full facepiece negative pressure respirator with HEPA* filters or continuous flow airline respirator for welding and paint removal in order to achieve an assigned protection factor of at least 50 times the PEL. The use of a lower level of respiratory protection is allowable if an initial exposure assessment or previous exposure air monitoring results warrant the downgrade. Though the majority of visible paint is removed prior to welding, air sampling results have indicated that it is not possible to remove all of the paint, and there will be some lead-based paint present in cracks and other uneven surfaces of the metal to be welded. In certain cases a full facepiece respirator with combination HEPA/Organic Vapor cartridges may be required for paint that may contain resins and polymers that can burn to form airborne organic compounds.
- Disposable coveralls with head and foot covering.
- Safety shoes

Medical Surveillance

All employees and contractors who have a potential exposure to significant (i.e., $>30 \mu\text{g}/\text{m}^3$) amounts of airborne lead shall have a base-line blood lead sample taken prior to starting work.. Personnel with a baseline blood lead level exceeding 25ug/100 ml shall not perform work that may expose them to airborne lead.

Training

Employees who have a potential exposure to airborne lead at less than the Cal/OSHA Action Level are required to take a lead awareness and hazard communication training. Safe Practice Guidelines have been established and are available for review.

Employees who perform welding and lead paint removal operations or other tasks which could potentially result in exposures above the Cal/OSHA Action Level are required to take lead awareness and hazard communication training.

APPENDIX B – DEFINITIONS

Action Level

The Cal/OSHA occupational exposure limit (without regard to the use of respirators) for airborne contaminants. For lead it is 30 micrograms per cubic meter of air ($30 \mu\text{g}/\text{m}^3$) for an 8-hour Time-Weighted Average (TWA). Employees whose exposure is above the Action Level for more than 30 days per year are required to be in a medical surveillance policy.

Affected Employee

Any employee whose exposure is at or above the Action Level.

ALARA

“As Low As Reasonably Achievable.” Department policy is to keep employee chemical exposure as low as feasible.

HEPA

A high efficiency particulate air filter capable of filtering 0.3 micron particles with 99.97 percent efficiency.

Lead

Metallic lead, all inorganic lead compounds (e.g., laboratory reagents, solder), and organic lead soaps. All other organic lead compounds, such as tetraethyl lead, are excluded from this definition.

Lead Paint

Paint containing greater than 0.06 % (600 ppm) lead.

Medical Surveillance

Consists of medical examinations as well as blood sampling for lead and zinc protoporphyrin, if applicable. Performed by or under the supervision of a physician. The LBL EHS Health Services Group is responsible for the Medical Surveillance Policy.

Permissible Exposure Limit (PEL)

An OSHA occupational exposure limit (without regard to the use of respirators) for airborne contaminants. For lead it is 50 micrograms per cubic meter of air ($50 \mu\text{g}/\text{m}^3$) for an 8-hour Time-Weighted Average (TWA). Exposure to airborne lead above the PEL triggers requirements such as housekeeping, engineering controls, showers, change and lunch rooms, area posting, personal protective equipment, and respiratory protection.

PPE

Personal protective equipment. Safety equipment worn by employees; may include safety glasses, respirators, coveralls etc.



HAZARDOUS ENERGY CONTROL PROGRAM

LOCKOUT/TAGOUT

WATER DEPARTMENT

Table of Contents

Introduction	1
Purpose	1
Scope	1
Responsibilities	2
Requirements for Lockout/Tagout Devices.....	2
Lockout/Tagout Procedures	3
Training.....	7
Periodic Inspections and Audits	7

Exhibits

- A. Sample Form - Equipment LOTO Procedures
- B. Example of Completed Equipment LOTO Form
- C. Types of LOTO Devices
- D. Agreement to Abide
- E. Equipment Specific LOTO Procedures for the Department
- F. Definitions

UPDATED APRIL 2021



Introduction

Each year, thousands of workers are injured or killed due to the inadvertent release of stored energy by machines or equipment. As a result, the California Division of Occupational Safety and Health (Cal/OSHA) requires employers to develop policies and procedures to ensure that hazardous energy is properly controlled. It is the intent of the City of Santa Cruz Water Department to comply fully with California Code of Regulations, Title 8, Section 3314.

Purpose

The purpose of this Hazardous Energy Control Program is to reduce the risk of fatalities/injuries. This program outlines authorization, rules, and techniques to be utilized, including the standard operating procedure to control hazardous energy sources for the servicing and maintenance of equipment, machines, or processes where unexpected energization or start-up could harm employees.

Lockout/tagout (LOTO) procedures apply to the maintenance and/or servicing of machines and equipment and not to normal production operations. However, LOTO procedures do apply to normal production operations wherever guards are removed, bypassed, or other safety devices are bypassed or any part of the body is in a danger zone for servicing and/or maintenance. This procedure does not apply to:

1. Work on cord and plug connected electric equipment for which exposure to the hazards of unexpected energization or startup of the equipment is controlled by the unplugging of the equipment from the energy source **and** by the plug being under the exclusive and constant control of the employee performing the servicing or maintenance.
2. Minor tool changes and adjustments and other minor servicing activities that take place during normal operations if they are routine repetitive and integral to the use of the equipment for production, provided that the work is performed using alternative measures that provide effective protection.

Note: Accident prevention signs and/or tags are not required when an employer has a uniform system with unique and personally identifiable locks designed for lockout that are placed on the source of energy.

Scope

It shall be the duty of all employees and contractors who service and maintain equipment to ensure compliance with all procedures contained within this program.

Listed below are examples of common energy sources:

- Electrical
- Mechanical
- Pneumatic
- Fluid and gases
- Hydraulic
- Thermal
- Gravity
- Water under pressure



Examples of the work to which this standard would apply are:

- Major repair work
- Replacement of parts
- Renovation
- Adjustments
- Removal or bypassing of equipment guard(s) in the event of servicing
- Routine service and preventative maintenance

Responsibilities

The Water Department shall provide accident prevention signs, tags, padlocks, or other similarly effective means that may be required for cleaning, servicing, adjusting, repairing, or setting-up operations.

Department Head or assigned designee(s):

- Maintain the written Hazardous Energy Control Program (Lockout/Tagout)
- Facilitate training for the appropriate department sections
- Audit the implementation of the program

Department Manager(s)/Supervisor(s):

- Ensure all affected employees working by machines or equipment that contain hazardous energy resources understand and comply with all LOTO procedures and receive training
- Develop specific procedures for each machine or piece of equipment in the department that require LOTO
- Ensure compliance with all aspects of the Hazardous Energy Control Program by auditing the procedures annually
- Identify authorized and affected employees
- Ensure the supply of all LOTO equipment is available to all authorized employees
- Communicate the Hazardous Energy Control Program to potential contractors

Authorized and Affected Employees:

- Comply with all aspects of the Hazardous Energy Control Program
- Complete training in LOTO procedures and work safely

Requirements for Lockout/Tagout Devices

Lockout Device

A lockout device (such as a padlock) used in lockout procedures can work with a key or combination. Each worker must have his/her own personal lock and the only one key to that lock. In addition, a lockout device must meet the following requirements:

- Must be durable enough for heat, cold, humidity, or corrosiveness in the area where it's used for as long as it is needed
- Must be standardized by color, shape, or size throughout the facility
- Must be strong enough so it cannot be removed without heavy force or tools like bolt cutters
- Must be identified by the name of the employee who installs and removes it



- Authorized employees will be issued personal “lockout” padlocks.
- Authorized employees are responsible for the care and upkeep of their lock.
- Lost or damaged locks must be reported to the authorized employee’s supervisor to ensure timely replacement.

Tagout Device

Tagout devices act as a warning not to restore energy – they are not a physical restraint. Tagout devices must meet the following requirements:

- Must be used only for tagout
- Must contain a signal word such as “Danger” or “Caution” that is visible from five feet
- Must present the major message in pictographs or text such as “Do Not Operate/Do Not Use,” or “High Voltage,” or both
- Must be strong and resilient enough to prevent accidental loss or removal
- Must be standardized, with red and white coloring and black lettering
- Must be capable of enduring 50 pounds of applied force and attached via a non-reusable device
- Must be affixed as close as safely possible to their respective hazards by a positive means such as string, wire, or adhesive that prevents their loss or unintentional removal
- Provide space to identify the authorized employee, date, and time

Note: Lockout/tagout device kits are recommended and should be available at each major facility. Kits must include facility specific lockout adapters.

Lockout/Tagout Procedures

The following procedures outline the steps to follow during equipment shutdown, isolation of equipment, applying and removing lockout and tagout devices, and the safe release of stored energy to achieve a zero-energy state.

LOCKOUT

Shut Down and Isolation of Equipment Sequence

The following procedures for authorized employees are general guidelines. Any equipment specific procedures (See page 8) that have been developed utilizing the Equipment Lockout/Tagout Form (Exhibit A) are located in Exhibit E.

1. Notify all affected employees that servicing or maintenance is required on a machine or a piece of equipment, and that the lockout/tagout procedure is about to be initiated.
2. Locate all energy sources that power the piece of equipment that will be serviced; some machinery may have more than one. Always be on the lookout for hidden energy.
3. Every power source has specific shutdown procedures. Shutdown may be accomplished by pulling the power plug, removing the fuse(s), disconnecting a switch, closing a valve, bleeding a line, and/or blocking the machine in place. Shut the machine down by following the normal method for shutdown.
4. Turn off the energy at the main power source.
5. Turn the machine switch back on to confirm the power source has been deactivated.
6. Release all residual energy to ensure a zero energy state. Drain all valves, bleed off air from system, eliminate stored hydraulic pressure, or any other method necessary.
7. Attempt to restart the machine to guarantee the power is shut off, and then return the switch to the “OFF” position.



8. Lock out *all energy sources* involved by applying a personal lockout device. Inform others of the lockout situation by applying a personalized tagout device with the name of authorized employee, date, and time. Additional locks needed by authorized employees are to be obtained from their supervisor.
9. With a personal lock in place, test the disconnect to make sure it cannot be turned on. Make absolutely sure the power cannot be supplied unless all authorized and affected employees are first informed.

Note: If more than one person is involved in performing the service or maintenance, install a group lockout adapter and have each person apply their personal lock. Note each person's name on the tag.

TAGOUT

Tags act as a warning to restore energy; they are not a physical restraint. There are only two scenarios allowed by Cal/OSHA that enable the employer to use tagout without lockout:

- If the machine or piece of equipment cannot be physically locked out, then tagout is allowed. However, all affected and authorized employees must be informed that tagout is being used in place of lockout. Tags cannot physically lock-down a device: they only act as a warning.
- If the employer can effectively demonstrate that tagout alone can provide the same degree of safety and employee protection as a lockout.

Shut Down and Isolation of Equipment Sequence

The following procedures are general guidelines. Any equipment specific procedures (See page 8) that have been developed utilizing the Equipment Lockout/Tagout Form (Exhibit A) are located in Exhibit E.

1. Notify all affected employees that servicing or maintenance is required on a machine or piece of equipment, and that a tagout procedure is about to be initiated.
2. Locate all energy sources that power the piece of equipment that will be serviced; some machinery may have more than one energy source. Always be on the lookout for hidden energy sources.
3. Every power source has its own procedure for shut down. Shutdown may be accomplished by pulling the power plug, removing the fuse(s), disconnecting a switch, closing a valve, bleeding a line, and/or blocking the machine in place. Shut the machine down by following the normal method for shutdown.
4. Turn off the energy at the main power source and apply tagout device.
5. Turn the machine switch back on to confirm the power source has been deactivated.
6. Release all stored energy to ensure a zero energy state. Drain all the valves; bleed off air from a system, eliminate stored hydraulic pressure, or any other method necessary.
7. Attempt to restart the machine to guarantee the power is shut off and all residual energy has been released, and then return the switch to the **"OFF"** position.
8. Apply a personalized tagout device to all energy sources involved.
9. Others will be informed by the information on the tag (name of authorized employee, date, and time).



10. When a tag is attached to an energy isolating means, it is not to be removed without authorization of the authorized person responsible for it, and it is never to be bypassed, ignored, or otherwise defeated.

Note: If more than one person is involved in performing the service or maintenance, each person must apply his/her tag.

Restoring Equipment to Service

When the servicing or maintenance is completed and the machine or equipment is ready to return to normal operating condition, the following steps shall be taken:

1. Check the machine or equipment and the immediate area around the machine to ensure nonessential items (i.e. tools, parts, materials) have been removed, and the machine or equipment components are operationally intact.
2. Replace all the machine guards.
3. Check the work area to ensure all employees have been safely positioned or removed from the area.
4. Verify the controls are in neutral or in the "off" position.
5. Remove the lockout and tagout device.
6. Reconnect all sources of energy.
7. Restart the equipment.
8. Inform all affected employees your work is complete and the lockout/tagout procedure is over.

Miscellaneous

Group Locks

In cases where more than one person will perform service or maintenance on a piece of equipment or machinery that requires LOTO, a multiple lockout adapter must be used. This device must be able to hold several locks and tags.

Each authorized employee will place his or her personal lock on the adapter. Only the person who placed a lock on the device may remove his or her lock.

In all group lock situations, the supervisor will be first to place his or her lock on the group adapter and be last to remove his or her lock.

Shift Change

In cases where the service or maintenance work is passed to the next work shift for completion, the authorized employee on the shift about to begin must install his or her personal lock at the same time the authorized employee on the shift coming to an end removes his or her personal lock. The identification tag must be revised at this time to reflect the new authorized employee.

Contractors

Department Managers/Supervisors are responsible for informing contractors of the policy to control hazardous energy sources while servicing and maintaining equipment. Managers/Supervisors and our contractors need to inform each other of our respective programs and our locks and tags to ensure compliance. Department Managers/Supervisors



shall ensure our employees understand and comply with the restrictions and prohibitions of the outside employer's energy control program.

Developing Equipment Specific LOTO Procedures

In order to protect employees from injury and to protect property from damage, the Equipment LOTO Procedure form (Exhibit A) will be developed for each machine or equipment in the department that require LOTO.

Identifying & Labeling the Energy Disconnecting Means

- Make an initial survey of the operation to identify all energy sources. This must be done by physical inspection, possibly in combination with a study of drawings and a review of the equipment manufacturer operator's manual(s).
- Locate and mark the disconnecting means, indicating their function. Categorize the identification details as to equipment supplied and energy type and magnitude. (*Example: Line #1, Press #4, Electrical 480 volts*)
- Placing a sign or sticker—"LOCKOUT HERE"— at the disconnecting means will help direct workers to correct lockout devices.
- After surveying the operation, additional and more practical means may be installed. In complicated operations, schematics of just the disconnecting means may need to be drawn up.

Methods of Locking Out Controls

- There are many different ways to lockout a piece of equipment. The main disconnect switch frequently has one opening where a lock can be placed.
- If more than one employee works on the equipment, a lockout adaptor suitable for the installation of several locks must be used, enabling all workers to lockout the machine with their individual locks.
- If the switches are in a metal box, the box itself must be locked out.
- If a fuse was removed in order to de-energize the equipment, the fuse box must be locked.
- If the controls are in a metal-covered box, a common hasp can be welded or riveted to the door, along with a lock staple. Then the switch can be "opened" and the door closed and padlocked. Fuse boxes can also be locked in this way.
- Machines activated by compressed air or steam will have valves that control movement. These valves will need not only to be locked out, but also bled to release any back pressure.

Completing the Equipment LOTO Procedure Form

- Identify the department, location, and type of equipment and provided the required information.
- Select the potential hazards, methods of neutralizing energy, and permits required.
- Complete the equipment specific LOTO procedures section by reviewing the Lockout/Tagout Procedure's section on page 5, the survey conducted, and the equipment manufacturer operator's manual. An example of a completed form is located in Exhibit B.
- Take photos of the equipment and energy sources.



- Maintain completed equipment specific LOTO procedure forms in Exhibit E.

Training

All authorized employees must be trained in the following regarding LOTO procedures:

- Recognition of hazardous energy sources;
- Specific energy sources within the work place;
- How to isolate and control this energy.

All affected employees must be trained in the purpose and use of LOTO and the importance of not restarting locked out or tagged out equipment. Training documentation (Exhibit D) will be maintained in the employee training records.

Training for authorized and affected employees must be conducted:

- At the time of initial assignment;
- When the Hazardous Energy Control Program is updated; or
- Whenever a periodic inspection and program audit indicates the need for further or refresher training

Periodic Inspections and Audits

Inspections and audits shall be conducted by an authorized department employee (Manager/Supervisor) at least annually. This is to ensure proper procedures are being followed. The audit should include, but not limited to, answering the following questions:

- Do employees understand and follow the current procedures?
- Are the proper locks and tags being used?
- Are employees using locks and tags correctly?
- Have any new processes or procedures been identified?
- Are there any new hazards that have been identified?

All audits must be done by an authorized employee who is not utilizing the energy control procedures being inspected.

The inspection must also include a review between the inspector and authorized employees of their responsibilities under the hazardous energy control procedure being inspected.

Periodic inspections must be documented and certified. The certification shall identify the machine or equipment on which the hazardous energy control procedure was being utilized, the date of the inspection, the employees included in the inspection, and the person performing the inspection.



EQUIPMENT LOTO PROCEDURE

Department	Location	Date of Review/Revision

Equipment #	Equipment Name	Equipment Type

Motor Control Center Location	MMC #	Row	Bucket

Breaker Panel	Breaker #	Local Disconnect (yes/no)

Potential Hazards:	<input type="checkbox"/> Electrical	<input type="checkbox"/> Pneumatic	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Multiple Lockouts
	<input type="checkbox"/> Hydraulic	<input type="checkbox"/> Chemical	<input type="checkbox"/> Combustibles	<input type="checkbox"/> Confined Space
Methods of Neutralizing Energy:	<input type="checkbox"/> Relieve Pressure	<input type="checkbox"/> Block/Bleed	<input type="checkbox"/> Lockout/Tagout	
	<input type="checkbox"/> Disconnect Lines	<input type="checkbox"/> Set Fire Watch	<input type="checkbox"/> Confined Space Permit	
Permits Required:	<input type="checkbox"/> Safe Work	<input type="checkbox"/> Hot Work	<input type="checkbox"/> Line Blanking	<input type="checkbox"/> Confined Space

Equipment Lockout/Tagout Procedures:

Photos:



EXAMPLE OF COMPLETED EQUIPMENT LOTO FORM

EXHIBIT B – EXAMPLE OF COMPLETED EQUIPMENT LOTO FORM

Equipment Lockout/Tagout Procedure				
Department	Location	Review/Revision Date		
Maintenance	Garage	6/2/2011		
Equipment #	Equipment Name	Equipment Type		
N/A	DeVilbiss AC 100 Gallon	Air Compressor		
Motor Control Center Location	MMC #	Row	Bucket	
N/A	N/A	N/A	N/A	
Breaker Panel	Breaker #	Local Disconnect (yes/no)		
N/A	N/A	Yes		
Potential Hazards:	<input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Pneumatic	<input type="checkbox"/> Mechanical	<input checked="" type="checkbox"/> Multiple Lockouts
	<input type="checkbox"/> Hydraulic	<input type="checkbox"/> Chemical	<input type="checkbox"/> Combustibles	<input type="checkbox"/> Confined Space
Methods of Neutralizing Energy:	<input checked="" type="checkbox"/> Relieve Pressure	<input type="checkbox"/> Block/Bleed	<input checked="" type="checkbox"/> Lockout/Tagout	
	<input type="checkbox"/> Disconnect Lines	<input type="checkbox"/> Set Fire Watch	<input type="checkbox"/> Confined Space Permit	
Permits Required:	<input type="checkbox"/> Safe Work	<input type="checkbox"/> Hot Work	<input type="checkbox"/> Line Blanking	<input type="checkbox"/> Confined Space
Equipment Lockout/Tagout Procedures:				
<ol style="list-style-type: none"> 1. Notify Supervisor and All affected personnel. 2. After completing Step 1, if running, shut down the equipment as trained. If you are not sure how, SEE YOUR SUPERVISOR. 3. Shut-off, "Lock" and "Tag" the equipment out at the electrical disconnect switch mounted to the unit following the lockout procedure. 4. Close, "Lock" and "Tag" the hand air valve located on the left end of the air tank. 5. Bleed or remove any residual air pressure from the main tank using the drain valve located on the bottom right hand end of the main tank. 6. After ALL the previous steps have been completed, begin your assigned work. 7. After the completion of the work assignment, assure that the work area is clean. 8. Notify the Supervisor and/or All affected personnel that the equipment is operational and that removal of lockouts will occur. 9. Remove ALL locks and tags following lockout procedure. 10. Close drain valve. Engage electrical disconnect switch and verify that the equipment is operating correctly. When the compressor shuts off with full air pressure, open hand air valve. 				
Photos:				
<div style="display: flex; justify-content: space-around;">   </div>				

EXHIBIT C – TYPES OF LOCKOUT/TAGOUT DEVICES



Universal Multi-Pole Breaker Lockout

- Works with most major multi-pole breakers with tie-bar type switches
- Easy to install - thumbscrew secures and locks tie-bar in place; no self-locking cable tie required



Single-Throw/Multi Pole Breaker Lockout

- 480/600V lockout device designed primarily for Square D 480/600V single-throw/multi pole circuit breaker switches (Models KAL, LA and LAL)
- Snap-on cleat accessory securely locks out long sliding switch throws with large angular rotation commonly found on some Westinghouse, ITE, Square D and Federal Pacific breakers



Single-Pole Breaker Lockouts

- Hinged single-pole lockout with locking post design, locks lever in off position to isolate and prevent breaker use
- Universal model features unique screw clamp to lock out all single pole-breakers (except Square D QO and some Federal Pacific breakers)
- Snap-on cleat accessory securely locks out long sliding switch throws with large angular rotation commonly found on some Westinghouse, Square D and Federal Pacific breakers



Large Breaker Lockout

- Locks out breakers up to 2-1/2" wide and 7/8" thick
- Designed for large 480/600V breaker switches
- Accepts up to 9/32" padlock shackle
- Durable plastic construction
- Easy to install - no tools required

EXHIBIT C – TYPES OF LOCKOUT/TAGOUT DEVICES (CONTINUED)



Fuse Lockouts

- Fuse lockout snaps into place and can be cable tied for added security
- Highly visible fuse blockouts snap into blade-type fuse blocks to prevent installation of fuses
- Fits most Buss and Gould fuse blocks



Universal Ball Valve Lockout

- Designed to lockout quarter turn valves of varying sizes and geometries
- Locks valve in on, off, or throttled position
- Nylon and stainless construction
- Additional arms necessary to lock in throttled position and to lock out 3-, 4-, and 5-way valves



Gate Valve Lockouts

- Durable plastic resists chemicals and extreme temperatures to 240°F
- Stainless steel hinge for added strength and security
- Unique knockout feature accommodates OS&Y or rising stem gate valves
- Accepts locks with up to 3/8" shackles and 3/4" or greater vertical shackle clearance

EXHIBIT C – TYPES OF LOCKOUT/TAGOUT DEVICES (CONTINUED)



Heavy Duty Lockout Tags

- High-visibility lettering
- Laminated plastic tags with non-fade legends resist corrosive and harsh environments
- Write-on tag with 7/8" grommet can be padlocked to device to help prevent unauthorized removal
- Exceeds Cal/OSHA's 50-lb pullout requirement



Safety Lockout Padlocks & Lock Labels

- Safety lockout padlocks - for easy identification
- Master padlocks - withstands abuse and environmental hazards
- Lock labels - identification labels for employees' locks



Safety Lockout Hasps

- Allow up to six workers to lock out a single energy source
- Rust proofed, plated, and vinyl-coated
- Labeled hasps feature anodized aluminum alloy construction for long-term durability
- Permanent "Do Not Operate" labels accepts pens, pencils, and permanent markers



**AGREEMENT TO ABIDE BY CITY OF SANTA CRUZ
WATER DEPARTMENT
HAZARDOUS ENERGY CONTROL PROGRAM –
LOCKOUT/TAGOUT PROCEDURES**

I acknowledge I have received the Hazardous Energy Control Program, which includes training on lockout/tagout. I understand it is my responsibility to read the contents in its entirety and follow the Hazardous Energy Control Program because failure to do so could result in injury to myself and/or others. I further understand that failure to abide by the Hazardous Energy Control Program may result in disciplinary action.

Print Name: _____ Date: _____

Employee's Signature: _____

Department/Location _____

Supervisor Name: _____

This form is to be kept in the employee's safety training file.



EQUIPMENT SPECIFIC LOTO PROCEDURES FOR THE WATER DEPARTMENT

N/A.



DEFINITIONS

Affected employee - an employee whose job requires him/her to operate or use a machine or equipment on which cleaning, repairing, servicing, setting-up, or adjusting operations are being performed under lockout or tagout or whose job requires the employee to work in an area in which such activities are being performed under lockout or tagout.

Authorized employee - a qualified person who locks out or tags out specific machines or equipment in order to perform cleaning, repairing, servicing, setting-up, and adjusting operations on that machine or equipment. An affected employee becomes an authorized employee when that employee's duties including performing cleaning, repairing, servicing, setting-up and adjusting operations covered under this section.

Capable of being locked out - An energy isolating device is capable of being locked out if it has a hasp or other means of attachment to which, or through which, a lock can be affixed, or it has a locking mechanism built into it. Other energy isolating devices are capable of being locked out if lockout can be achieved without the need to dismantle, rebuild, or replace the energy isolating device or permanently alter its energy control capability.

Energized - Connected to an energy source or containing residual or stored energy.

Energy isolating device - A mechanical device that physically prevents the transmission or release of energy, including but not limited to the following: A manually operated electrical circuit breaker; a disconnect switch; a manually operated switch by which the conductors of a circuit can be disconnected from all ungrounded supply conductors and, in addition, no pole can be operated independently; a line valve; a block; and any similar device used to block or isolate energy. Push buttons, selector switches, and other control circuit type devices are not energy isolating devices.

Energy source - Any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

Lockout - The placement of a lockout device on an energy isolating device, in accordance with an established procedure, to ensure that the energy isolating device and the equipment being controlled cannot be operated until the lockout device is removed.

Lockout device - A device that utilizes a positive means such as a lock, either key or combination type, to hold an energy isolating device in the safe position and prevent the energizing of a machine or equipment. Included are blank flanges and bolted slip blinds. (See Exhibit C)



DEFINITIONS

Major Message - That portion of a tag's inscription that is more specific than the signal word and that indicates the specific hazardous condition or the instruction to be communicated to the employee. Examples include: "High Voltage," "Close Clearance," "Do Not Start," or "Do Not Use," or a corresponding pictograph used with a written text or alone.

Normal production operations - The utilization of a machine or equipment to perform its intended production function.

Pictograph - A pictorial representation on the tag used to identify a hazardous condition or to convey a safety instruction.

Servicing and/or maintenance - Workplace activities such as constructing, installing, setting up, adjusting, inspecting, modifying, and maintaining and/or servicing machines or equipment. These activities include lubrication, cleaning, or unjamming of machines or equipment and making adjustments or tool changes where the employee may be exposed to the unexpected energization or startup of the equipment or release of hazardous energy.

Setting up - Any work performed to prepare a machine or equipment to perform its normal production operation.

Signal Word - That portion of a tag's inscription that contains the word or words that are intended to capture the employee's immediate attention.

Tag - A device usually made of card, paper, pasteboard, plastic, or other material used to identify a hazardous condition.

Tagout - The placement of a tagout device on an energy isolating device in accordance with an established procedure to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

Tagout device - A prominent warning device, such as a tag and a means of attachment, which can be securely fastened to an energy isolating device in accordance with an established procedure to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed. (See Exhibit C)



Work Zone Safety Policy

Table of Contents

Purpose	1
Responsibilities	1
Procedures	2
Traffic Control Devices (TCD)	2
Flagging Operations.....	2
Legal Requirements.....	5
Emergency Response.....	6
Training.....	7

Appendices

- A - Temporary Traffic Control Work Zone Set Up
- B - Traffic Control Inspection Form
- C -- Definitions



Work Zone Safety Policy

PURPOSE

The City of Santa Cruz is committed to providing safe and efficient traffic control around temporary work zones, as well as providing protection for workers and equipment located within those work zones.

A work zone is an area of the traveled way where maintenance or utility-work activities are occurring. A work zone is generally marked by signs, channelizing devices, barriers, pavement markings, and work vehicles. The purpose of establishing a safe work zone around the work area is to provide advance warning and buffer around employees to allow them to work in a safe work environment. The work zone extends from the first warning sign, or flashing lights on a vehicle, to the end of roadwork sign, or the last traffic control device. A work zone may be for short or long durations, and may include stationary or moving activities.

Work zone activities can be categorized into the following:

- Long-term stationary activities consist of work which requires more than 3 days to complete the work.
- Intermediate-term stationary activities consist of work that occupies a location for more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour.
- Mobile short-term stationary activities consist of work that moves intermittently or continuously.
- Short-term stationary activities consists of work that occupies a location for more than one hour within a single daylight period. Due to the short work time, simplified traffic control set-ups are allowed.

Short-duration work zones provide a safety benefit for both drivers and workers since the time duration is less than the implementation of stationary work zones, thereby reducing exposure time to traffic and work hazards. Motorists also receive a mobility benefit from reduced traffic impacts and associated rear-ending congestion crashes.

RESPONSIBILITIES

Department Director or assigned designee:

- Implement and support the requirements of this policy.
- Evaluate the effectiveness of the policy on a regular basis.

Supervisor/Manager:

- Identify and assess the hazards of each temporary work zone and to identify the employees this may affect.
- Provide employees with information, training, and the equipment they need to protect themselves and others from work zone hazards.
- Ensure all necessary equipment is available to comply with this policy.



Work Zone Safety Policy

- Enforce compliance with this policy.

Employees:

- Understand assigned tasks relating to work zone safety.
- Apply the proper training and equipment to safely work in temporary work zone areas.
- Assist with the assessment and identification of work zone hazards.
- Comply with the directives of this policy.

PROCEDURES

Traffic Control Devices (TCD)

The proper use of TCD plays a major role in safe traffic flow in a variety of situations. The California Manual on Uniform Traffic Control Devices (CA MUTCD) for streets and highways, published by the California Department of Transportation (Caltrans), provides guidance on effective traffic control devices. <https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev6/camutcd2014-rev6.pdf>

Traffic control devices are defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or bikeway by authority of a public agency having jurisdiction.

To be effective, a traffic control device should meet five basic requirements:

- Fulfill a need
- Command attention
- Convey a clear simple meaning
- Command respect from road users
- Give adequate time for proper response

Design, placement, operation, maintenance, and uniformity are aspects that are carefully considered by Department in order to maximize the ability of a traffic control device to meet the five requirements. In addition, vehicle speed will be carefully considered as an element that governs the design, operation, placement, and location of various traffic control devices on a job by job basis.

Flagging Operations

The primary function of temporary traffic control is to provide for the safe and efficient movement of vehicles, bicyclists and pedestrians through or around temporary traffic control zones, while reasonably protecting workers and equipment.



Work Zone Safety Policy

The City has developed a protocol, in accordance with Cal/OSHA Title 8. §1599, which must be followed when flaggers are required to be used in work zones:

- Flaggers must be utilized at locations on a construction site where barricades and warning signs cannot control the moving traffic.
- When flaggers are required, they must be placed in relation to the equipment or operation so as to give effective warning.
- Placement of warning signs must follow the CA MUTCD for streets and highways.
- Flaggers must wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Apparel and Headwear. Specifically flaggers must wear at a minimum Class 2 high visibility apparel for daytime operations. For night time or low visibility operations, Class 3 high visibility apparel will be required.
- During the hours of darkness, the flaggers' station must be illuminated so that the flagger will be clearly visible to approaching traffic and flaggers must be outfitted with reflectorized garments manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/ International Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Apparel and Headwear.

The retro reflective material shall be visible at a minimum distance of 1,000 feet. White outer garments with retro reflective material that meets the above requirements may be worn during hours of darkness but not during snow or fog conditions, in lieu of colored vests, jackets and/or shirts. Illumination standard is 10 foot candle illumination at flagger stations at night or during low visibility.

- The Department will select the proper type (class) of high visibility safety apparel for a given occupational activity by consulting the CA MUTCD, apparel manufacturer, ANSI/ISEA 107-2004, or the American Traffic Safety Services Association (ATSSA).
- Flaggers must be trained in the proper fundamentals of flagging moving traffic before being assigned as flaggers. Signaling directions used by flaggers shall conform to the CA MUTCD. The training and instructions shall be based on the CA MUTCD and work site conditions and also include the following:
 - Flagger equipment which must be used
 - Layout of the work zone and flagging station
 - Methods to signal traffic to stop, proceed or slow down
 - Methods of one-way traffic control
 - Trainee demonstration of proper flagging methodology and operations
 - Emergency vehicles traveling through the work zone
 - Handling emergency situations



Work Zone Safety Policy

- Methods of dealing with hostile drivers
- Flagging procedures when a single flagger is used (when applicable)
- Flaggers will be trained by a person with the qualifications and experience necessary to effectively instruct the employees in the proper fundamentals of flagging moving traffic. Traffic control and flagging and or flagger training should be conducted by a qualified 3rd party trainer.

High-Visibility Clothing

- During daytime and nighttime conditions, flaggers shall wear safety apparel compliant with the ANSI/ISEA 107-2004 standard or equivalent revisions, and labeled as meeting the performance and design requirements for Class 1, 2, 3 garments.
- During nighttime conditions, flaggers should wear safety apparel labeled as meeting the performance and design requirements for a Class 3 garment:
- The retro-reflective material must be visible at a minimum distance of 1,000 feet.
- The high visibility safety apparel must be designed to clearly identify the wearer as a person.
- A competent person designated by Department will be responsible for the worker safety plan within the activity area of the job site to ensure the proper selection class of garment.

Requirement	Class 1 Performance	Class 2 Performance	Class 3 Performance
Fluorescent materials	217 sq. inches	775 sq. inches	1,240 sq. inches
Reflective materials	155 sq. inches	201 sq. inches	310 sq. inches

- Flaggers should dress for construction work environments. Hard hats, work boots, long pants and shirts with sleeves should be minimum personal protective equipment requirements for any flagging operation.

Hand-Signaling Devices

- The STOP/SLOW paddle should be the primary and preferred hand-signaling device. Use of flags should be limited to emergency situations only.
- The STOP/SLOW paddle must have an octagonal shape on a rigid handle. STOP/SLOW paddles must be at least 18 inches wide with letters at least six inches high and should be fabricated from light, semi-rigid material.
- The background of the STOP face must be red with white letters and border. The background of the SLOW face must be orange with black letters and border.



Work Zone Safety Policy

- When used at night, the STOP/SLOW paddle must be retro-reflectorized.
- If STOP/SLOW paddles are not available, flags, which can be used for emergencies only, must be a minimum of 24 inches square, made of a good grade of red material and securely fastened to a staff that is approximately 36 inches in length.

Flagger Stations

- Flagger stations must be located far enough ahead of the work space so that approaching traffic will have sufficient distance to stop before entering the work space.
- This table provides guidelines for determining the distance of the flagger station in advance of the work space. The distance would need to be extended for conditions such as wet pavement or downgrades.
- Flaggers also need to be stationed sufficiently in advance of workers to warn them of out-of-control vehicles. Audible warning devices should be readily accessible by the flagger (air horns, whistles, etc.).
- Flagger stations need to be highly visible to traffic and should avoid curves, hills, high vegetation, shaded areas, etc.
- Flaggers should stand alone and in a safe spot, which is usually the shoulder of the road. Never stand in the path of on-coming traffic and have an emergency escape path available.
- Advance warning signs as outlined in the CA MUTCD should precede flagger stations. The flagger symbol or word sign should always be used in advance of flagging operations. The flagger sign must be removed, covered or turned away from traffic when the flagging operations are not occurring.
- During the hours of darkness, flaggers' stations must be illuminated so that the flagger will be clearly visible to approaching traffic.

Speed* (mph)	Distance (ft)
20	35
25	55
30	85
35	120
40	170
45	220
50	280
55	335
60	415
65	485

Legal Requirements

Work zone traffic control is subject to a number of legal and technical requirements that dictate how it is to be carried out. Effective and safe traffic control must comply with these requirements for a number of reasons.

First and foremost, drivers depend upon uniformity and consistency to understand the directions provided. Traffic controls and safety features that are not consistent with accepted standards and practices are not as effective as they should be in conveying information and protecting workers and the public.



Work Zone Safety Policy

Equally important, traffic regulations imposed in work zones may not be enforceable if not in compliance with the appropriate regulations. As a result, violators might not be cited by police or the citations could be dismissed in court.

Finally, a contractor may be exposed to liability if a non-standard device is involved in an accident. Generally, a contractor is held to meeting “accepted practice,” which is defined by the generally accepted technical and legal requirements. Following are the primary requirements that must be met in addressing work zone traffic control:

- **Manual of uniform traffic control devices (CA MUTCD)**
Issued by Caltrans and the State of California, this manual is also known as CA MUTCD 2014, Rev 6. It comprises the State standard for traffic control devices, and it is essential that contractors with responsibilities for Work Zone Traffic Control are familiar with its requirements.
- **Vehicle and traffic laws (VTL)**
Traffic regulations are provided in VTLs issued by individual states. While there are major differences from state to state, there also is considerable consistency regarding “rules of the road” and other basic regulations. The Uniform Vehicle Code and Model Traffic Ordinance prepared by the National Committee on Uniform Traffic Laws and Ordinances provides a model for states to follow, and provides a basis for the CA MUTCD.
- **Cal/OSHA Title 8. Subchapter 4. Construction Safety Orders (Sections 1500 - 1938)**
Cal/OSHA regulations, such as Safety and Health Regulations for Construction, spell out both general and specific requirements that contractors must meet in terms of protecting worker health and safety. A number of the requirements pertain to risks associated with working in or adjacent to traffic.
- **Highway agency specifications, plans and standards**
Most highway work is done under contract to a highway agency, or is performed under permit from an agency when the work is for a utility or property owner adjacent to the highway. In either case, all of the work, including the Work Zone Traffic Control, must typically be performed in compliance with the requirements of the controlling agency.

Emergency Response

The City has established procedures to ensure that employees who do get injured while performing work zone duties receive prompt emergency medical attention. If work is to be conducted in areas in which prompt emergency rescue and medical service is not available, a rescue plan will be prepared prior to initial startup operations at worksites. The plan needs to be communicated to all workers and communication equipment must be operational.

When an occupational injury or illness occurs, the first obligation is to provide the injured or ill employee with first aid or other appropriate, permissible medical treatment.

- The severity of an injury or illness determines whether or not the employee is cared for at the worksite or transported to a medical facility.



Work Zone Safety Policy

- The employee may be taken to a medical facility by a supervisor or coworker or, if necessary, by ambulance.
- Medical services and first aid requirements are based on the following Cal/OSHA regulations:
 - Section 3400(b) of the General Industry Safety Orders (GISO) and Section 1512(b) of the Construction Safety Orders requires every employer to have personnel adequately trained to render first aid.
 - Section 3400(f) of the GISO requires that every employer who has employees situated in isolated locations (e.g., construction field offices, or other field locations) shall have personnel adequately trained to render first aid.

Procedures calling for first aid or arranging for medical treatment or emergency transportation to a medical facility may differ between office and remote field locations.

Training

The City will provide documented training for employees who may be involved with work zone safety activities. Traffic control and flagging and or flagger training should be conducted by a qualified 3rd party trainer. The training provided to all personnel who perform activities in work zones will include:

- How to recognize work zone hazards and effective controls to minimize them.
- The work practices that must be followed for work zone safety. A Safety Talk on traffic safety and control is available for review.
- The use of personal protective equipment that will typically be required during work zone activity
- Emergency response;
- Policy on reporting incidents;

All outside contractors working in or on the premises of the City of Santa Cruz will be expected to comply with this policy.



Work Zone Safety Policy

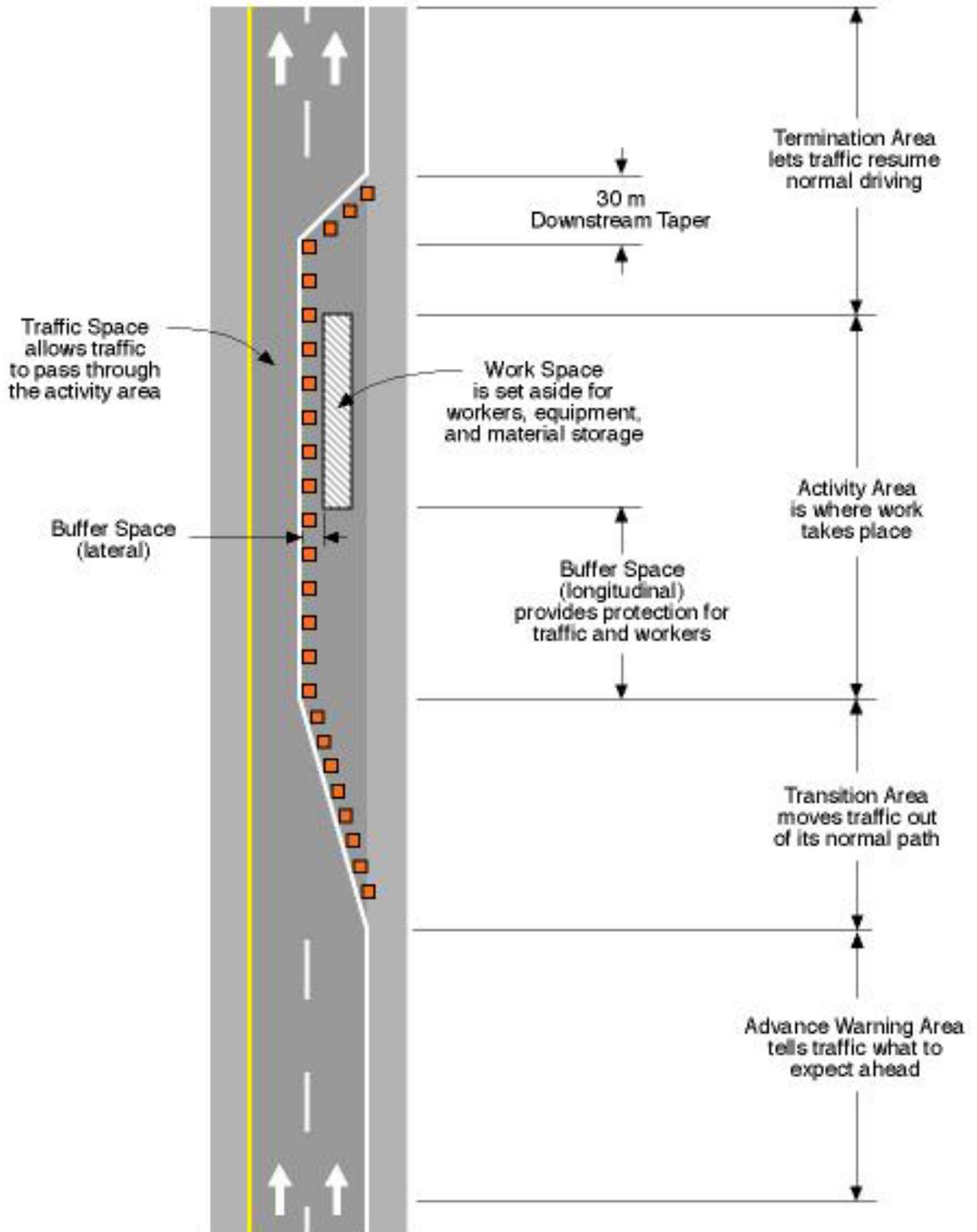
APPENDIX A – SETTING UP A TEMPORARY TRAFFIC CONTROL WORK ZONE

It is not realistic to expect that all construction managers and supervisors will be expert traffic engineers. However, familiarity with basic principles of work zone traffic control is essential. Supervisors and Managers must consult the CA MUTCD to ensure that all temporary traffic control and flagging operations are conducted in accordance with regulations and this policy. These practices should be followed to ensure a safe temporary traffic control zone:

- Prepare a temporary traffic control plan and communicate it to all responsible parties prior to occupying the site.
- Provide those whose actions affect the temporary traffic control zone with training appropriate to their level of responsibility.
- Avoid frequent or abrupt geometric changes.
- Minimize delay and disruption.
- Provide adequate warning, delineation, and channelization in advance of and through the area affected.
- Encourage drivers to use alternate routes.
- Assume drivers will only reduce their speeds if they clearly perceive a need to do so.
- Provide for reasonably safe passage of bicyclists and pedestrians.
- Provide recovery areas where practical.
- Coordinate operations with those having jurisdiction over any affected cross streets, railroads, or transit facilities.
- Ensure continuation of emergency services.
- Communicate with and provide reasonable accommodations for adjoining property owners.
- Monitor performance of the temporary traffic control and modify as needed.
- Inspect and maintain temporary traffic control devices.
- Remove, cover, turn, or turn off all unnecessary temporary traffic control devices.
- Maintain a record of any crashes or incidents.
- Store unused equipment and material in such a manner to reduce the probability of being hit.

Work Zone Safety Policy

Component Parts of a Temporary Traffic Control Zone





Work Zone Safety Policy

APPENDIX B – TRAFFIC CONTROL INSPECTION FORM

Location: _____ **Job #:** _____

Job Superintendent: _____ **Inspected By:** _____

Site And General Liability	Yes	No	N/A
Traffic patterns in place and controlled			
Signs, flagmen and other controls used			
Barricades, fences and gates in place around site			
Barricades or fences well marked and lighted			
General area illumination			

Construction Zone Traffic Control	Yes	No	N/A
Traffic patterns in place and controlled			
Warning signs posted per MUTCD distance requirements			
Warning signs for bumps/unpaved surface, low shoulders, etc.			
Bumps,/ holes and rough pavement promptly repaired			
Prevention of accumulation of sand, gravel, debris, dust, oil, etc. and cleaning scheduled as necessary			
Dust control program for unpaved surfaces using water/chemicals			
Warning signs for milled or grooved pavement			
Unpaved roadway surfaces maintained by frequent grading/compaction			
Supplemental signs or other devices used to slow traffic on high speed roads prior to flagger			
Can the road be closed during equipment crossing			
Police Officers used for traffic control			
Signs, flagmen and other controls used			
Flagger signs in advance of full time flagger			
Distance from sign to flagger kept current			
Stop/slow paddle used as the primary device			
Paddle pole 5 to 6 feet in length			
Paddles 8 sided and 18 to 24 inches across			
Flags used only for emergency or special situations			
All flaggers properly trained			
Flagger procedures per MUTCD strictly followed			
Flaggers wear high visibility orange vest and reflective wear during low light conditions			
Flagger location isolated from other workers			
Good sight distance to flagger			
Radios or other acceptable forms of communication used when flaggers are out of the line of sight at either end of traffic			
Flaggers have adequate escape path			
Flagger maintains eye contact until vehicle stopped			
Flagger positioned at edgeline as traffic approaches			



Work Zone Safety Policy

Appendix C – Definitions

Approach

All lanes of traffic moving towards an intersection or a midblock location from one direction, including any adjacent parking lane(s).

Arterial Highway (Street)

A general term denoting a highway primarily used by through traffic, usually on a continuous route or a highway designated as part of an arterial system.

Changeable Message Sign

A sign that is capable of displaying more than one message, changeable manually, by remote control, or by automatic control. These signs are referred to as Dynamic Message Signs in the National Intelligent Transportation Systems (ITS) Architecture.

Contraflow Lane

A lane operating in a direction opposite to the normal flow of traffic designated for peak direction of travel during at least a portion of the day. Contraflow lanes are usually separated from the off-peak direction lanes by plastic pylons, or by moveable or permanent barrier.

Edge Line Markings

White or yellow pavement marking lines that delineate the right or left edge(s) of a traveled way.

Engineering Judgment

The evaluation of available pertinent information, and the application of appropriate principles, Standards, Guidance, and practices as contained in this Manual and other sources, for the purpose of deciding upon the applicability, design, operation, or installation of a traffic control device. Engineering judgment shall be exercised by an engineer, or by an individual working under the supervision of an engineer, through the application of procedures and criteria established by the engineer. Documentation of engineering judgment is not required.

Engineering Study

The comprehensive analysis and evaluation of available pertinent information, and the application of appropriate principles, Standards, Guidance, and practices as contained in this policy and other sources, for the purpose of deciding upon the applicability, design, operation, or installation of a traffic control device. An engineering study shall be performed by an engineer, or by an individual working under the supervision of an engineer, through the application of procedures and criteria established by the engineer. An engineering study shall be documented.

Intersection

(a) The area embraced within the prolongation or connection of the lateral curb lines, or if none, the lateral boundary lines of the roadways of two highways that join one another at, or approximately at, right angles, or the area within which vehicles traveling on different highways that join at any other angle might come into conflict; (b) the junction of an alley or driveway with a roadway or highway shall not constitute an intersection.

Lane Line Markings



Work Zone Safety Policy

White pavement marking lines that delineate the separation of traffic lanes that have the same direction of travel on a roadway.

Median

The area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges, and at opposite approaches of the same intersection.

Retro-reflectivity

A property of a surface that allows a large portion of the light coming from a point source to be returned directly back to a point near its origin.

Right-of-Way [Assignment]

The permitting of vehicles and/or pedestrians to proceed in a lawful manner in preference to other vehicles or pedestrians by the display of sign or signal indications.

Sign

Any traffic control device that is intended to communicate specific information to road users through a word or symbol legend. Signs do not include traffic control signals, pavement markings, delineators, or channelization devices.

Sign Illumination

Either internal or external lighting that shows similar color by day or night. Street or highway lighting shall not be considered as meeting this definition.

Temporary Traffic Control Zone

An area of a highway where road user conditions are changed because of a work zone or incident by the use of temporary traffic control devices, flaggers, uniformed law enforcement officers, or other authorized personnel.

Traffic

Pedestrians, bicyclists, ridden or herded animals, vehicles, streetcars, and other conveyances either singularly or together while using any highway for purposes of travel.

Traffic Control Device

A sign, signal, marking, or other device used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or shared-use path by authority of a public agency having jurisdiction.

Traffic Control Signal (Traffic Signal)

Any highway traffic signal by which traffic is alternately directed to stop and permitted to proceed.

Warning Sign

A sign that gives notice to road users of a situation that might not be readily apparent.

END OF SECTION

EXHIBIT X-1
DAS FORM 140

Exhibit Follows

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. **If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade.** You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature

Date

Typed Name

Title

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

Explanation to box 1 - 3 on form DAS 140

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

END OF SECTION

EXHIBIT X-2
DAS FORM 142

Exhibit Follows



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: <http://www.dir.ca.gov/databases/das/pwaddrstart.asp> for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyworkers work, you must request and employ apprentices in no less than 8 hour increments.**

List one occupation/craft per form

Date: _____

Contractor Requesting Dispatch:

To Applicable Apprenticeship Committee:

Name: _____

Name: _____

Address: _____

Address: _____

License No. _____

Tel. No. _____ Fax No. _____

PWC Registration Number: _____

Tel. No. _____ Fax No. _____

Project Information: PWC Project Number _____ Contract Number _____

Total Contract Amount. _____ Sub-Contract Amount _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or

visit <https://www.dir.ca.gov/das/PublicWorksForms.htm>

DAS 142 (Revised 10/18)

END OF SECTION

EXHIBIT X-3
SANTA CRUZ LOCAL HIRE RESIDENCY
COMPLIANCE FORM

Exhibit Follows

LOCAL HIRE RESIDENCY COMPLIANCE FORM

Prevailing wage statements submitted on DIR form A-1-131 shall be deemed acceptable documentation to accurately record hiring information required to comply with Chapter 3.10 of the Municipal Code pertaining to Local Hiring. Additionally, the following information shall accompany the certified payroll form.

For pay period ending: _____

Employee Name	Resident of the County of Santa Cruz for at least one year preceding date of Award of Contract	Member of a Building Trade Journeyman, or Building Trade Apprentice program whose organization has jurisdiction over all or part of Santa Cruz County	APPRENTICE
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/>
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/>
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/>
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/>
5.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/>
6.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/>
7.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/>
8.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/>
9.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/>
10.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Yes <input type="checkbox"/>

(Duplicate as necessary)

Calculate total weekly project local hiring percentage based on personnel and hours reported on prevailing wage statement. _____%

Calculate cumulative total project local hiring percentage based on personnel and hours reported on prevailing wage statement. _____%

Calculate cumulative total project apprentice percentage based on personnel and hours reported on prevailing wage statement. _____%

I, _____, the undersigned, am the _____
(print name) (position in company)

with the authority to act for and on behalf of _____
(Name of business and/or Contractor)

certify under penalty of perjury that the above information provided is true, full, and correct.

Signature:

Date: _____

END OF SECTION

EXHIBIT X-4
APPLICATION FOR PAYMENT

Exhibit Follows

APPLICATION FOR PAYMENT

Invoice Number _____ Period from/to: _____

TO THE CITY OF SANTA CRUZ

FROM CONTRACTOR: _____
 ADDRESS: _____
 PROJECT NAME: _____
 PO NUMBER: _____
 CONTRACT DATE: _____
 INVOICE DATE: _____

CHANGE ORDER SUMMARY

	Additions	Deduction
Change Orders approved in previous months:	Total: \$ _____	\$ _____

Change Orders approved this month:

CO Number	Date Approved	Additions	Deduction
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

NET CHANGE BY CHANGE ORDERS: \$ _____

Application is made for payment under the Contract as shown below and in Schedule 1 attached hereto:

1. ORIGINAL BASE BID TOTAL	\$ _____
2. NET CHANGE BY CHANGE ORDERS	\$ _____
3. CONTRACT SUM TO DATE (Line 1 + Line 2)	\$ _____
4. TOTAL AMOUNT COMPLETED TO DATE (Column E on Schedule 1)	\$ _____
5. RETENTION: 5% of Completed Work (Column H on Schedule 1)	\$ _____
a. Current Value of Securities Deposited in Escrow	\$ _____
b. Current Value of Retention Deposited in Escrow	\$ _____
c. Retention Held by City of Santa Cruz	\$ _____
d. Current Retention Value (a + b + c)	\$ _____
6. TOTAL EARNED LESS RETENTION (Line 4 - Line 5)	\$ _____
7. TOTAL AMOUNT PREVIOUSLY PAID	\$ _____
8. CURRENT PAYMENT DUE (Line 6 - Line 7)	\$ _____

Project Name: _____ Invoice Number: _____
 Contractor: _____ Invoice Date: _____
 PO Number: _____ Period from/to: _____

(Provided as a sample. Schedule 1 may be output from City approved project management software)

**SCHEDULE 1
 TO APPLICATION FOR PAYMENT
 COST BREAKDOWN**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
ITEM NO.	DESCRIPTION OF WORK ACTIVITY OR OTHER ITEM	SCHEDULED VALUE (\$)	COMPLETE TO DATE (%)	COMPLETE TO DATE (\$)	AMOUNT COMPLETED ON PRIOR INVOICES (\$)	AMOUNT OF THIS INVOICE (\$)	RETENTION (\$)
				(C * D)		(E - F)	(5% * E)
	TOTAL						

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

(Use when applicable)

**SCHEDULE 2
TO APPLICATION FOR PAYMENT
CERTIFICATION OF CURRENT MARKET VALUE OF
SECURITIES IN ESCROW IN LIEU OF RETENTION**

As of _____, 20 ____ (not earlier than 5 days prior to the date of the Application For Payment of which this certification is a part), the aggregate market value of securities on deposit in Escrow

Account No. _____ with _____
(Escrow Agent)

is _____ Dollars (\$ _____).

(Escrow Agent)

(Contractor)

By: _____
(Name)

By: _____
(Name)

(Title)

(Title)

(Date)

(Date)

NOTE: Notary acknowledgment for Contractor and Escrow Agent must be attached.

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

**SCHEDULE 4
TO APPLICATION FOR PAYMENT
DECLARATION OF RELEASE OF CLAIMS**

Contractor hereby certifies that attached hereto are releases and waivers of claims and stop notices from all Subcontractors furnishing labor, services, or materials covered by the Certificate For Payment dated

_____, 20____, except those listed below:

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

(Use when applicable. Subcontractor completes when not yet paid.)

**SCHEDULE 4A
TO APPLICATION FOR PAYMENT
CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

NOTICE TO CLAIMANT

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and

(5) The right to recover compensation for work not compensated by the payment.

CLAIMANT

Signature: _____

Name: _____

Title: _____

Date: _____

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

(Use when applicable. Subcontractor completes when payment has been made.)

**SCHEDULE 4B
TO APPLICATION FOR PAYMENT
UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

NOTICE TO CLAIMANT

THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and
- (4) The right to recover compensation for work not compensated by the payment.

CLAIMANT

Signature: _____

Name: _____

Title: _____

Date: _____

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

(Use when applicable. Subcontractor completes when not yet paid.)

**SCHEDULE 4C
TO APPLICATION FOR PAYMENT
CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

NOTICE TO CLAIMANT

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable to: _____

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: _____

CLAIMANT

Signature: _____

Name: _____

Title: _____

Date: _____

Project Name: _____
Contractor: _____
PO Number: _____

Invoice Number: _____
Invoice Date: _____
Period from/to: _____

(Use when applicable. Subcontractor completes when not yet paid.)

**SCHEDULE 4D
TO APPLICATION FOR PAYMENT
UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

NOTICE TO CLAIMANT

THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: _____

CLAIMANT

Signature: _____
Name: _____
Title: _____
Date: _____

END OF SECTION

EXHIBIT X-5
FIELD ORDER FORM

Exhibit Follows



FIELD ORDER
#X
(EFFECTIVE ONLY WHEN SIGNED BY THE CITY)

WATER DEPARTMENT
 212 Locust St., Suite C
 Santa Cruz, CA 95060
 Ph: 831-420-5200
 Fax: 831-420-5201

Project Name:		Contractor Name:		Subject:	
Contract date:	PO #:	CWO#:	FO Date:	FO #:	
Description of Changes (attach all applicable documents, including drawings, plans, or reports): a)					
Estimated Adjustment of Contract Sum (if any):					
Estimated Adjustment of Contract Time (if any):					
Recommended by:					
<i>NAME</i>		<i>TITLE</i>		<i>DATE</i>	
City Approval:					
<i>NAME</i>		<i>TITLE</i>		<i>DATE</i>	
<p>The Contractor is hereby directed to promptly make the above described changes or to perform the above described work not included in the Contract. Contractor's signature is not required for this Field Order to be binding on Contractor. This field order may or may not constitute a change in work. If the work described above constitutes a change in Contract Sum or Contract Time, this Field order will be superseded by a Change Order, pursuant to General Conditions Section 11, that will include the scope of the change in the Work and any actual adjustments to the Contract, including Contract Sum and Contract Time.</p>					
Contractor Approval:					
<i>NAME</i>		<i>TITLE</i>		<i>DATE</i>	

END OF SECTION

**EXHIBIT X-6
CHANGE ORDER FORM**

Exhibit Follows



CONTRACT CHANGE ORDER
X
(EFFECTIVE ONLY WHEN APPROVED BY THE CITY)

WATER DEPARTMENT
 212 Locust St., Suite C
 Santa Cruz, CA 95060
 Phone: 831-420-5200
 Fax: 831-420-5201

Project Name:		Contractor Name:		Subject:	
Contract date:		P.O. #:	CWO#:	C.O. Date:	C.O. #:
Description of Changes (attach all applicable documents, including drawings, plans, or reports): a)					
Contract Revision (Including any applicable Contract Sum or Contract Time adjustment): a)					
<i>When approved by the City, Contractor is directed to promptly make the above described changes or to perform the above described work. The Change Order process shall comply with General Conditions Section 11.</i>					
	Price:	Time (in days and hours):	Recommended by:	_____ Name Date Title (Construction Mgr. / Project Mgr.)	
Base Contract as Bid:			Reviewed by (when City staff review is required):	_____ X x, P.E. Date Associate Civil Engineer	
Base Contract Including All Previous Change Orders:					
Contract Contingency:			Reviewed by:	_____ Heidi Luckenbach, P.E. Date Deputy Director/Engineering Mngr.	
Contingency Allocated:					
Contingency Available:			Approved by:	_____ Rosemary Menard Date Water Director	
C.O. #1 Increase:					
C.O. #1 Decrease:			Authorized by (when Council review is required):	_____ Martín Bernal, City Manager Date	
Net Change:					
Revised Contract Amount:					
<i>For valuable consideration set forth herein, Contractor hereby releases the City of Santa Cruz from any and all claims for direct, indirect, and impact expenses and adjustments to the Contract Sum as well as additional time impact now existing or which may hereafter arise out of or result from the work or change described herein.</i>					
Contractor:					
<i>Signature</i>		<i>Printed Name, Title</i>		<i>Date</i>	

END OF SECTION

EXHIBIT X-7
CERTIFICATE OF SUBSTANTIAL COMPLETION

Exhibit Follows

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____
Contract Date: _____
Contractor Name: _____
Contractor Address: _____
Date of Issuance: _____

Project or Designed Portion Shall Include: _____

The work performed under this contract has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as _____, 20__ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is included herein. The failure to include any items on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents.

In accordance with the Contract Documents, Contractor is notified as follows:

1. The date of Substantial Completion of the Work or designated portion thereof is the date certified by the City when construction is sufficiently complete in accordance with the Contract Documents, so the City can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.
2. Without limitation of Contractor's obligation to fully complete the Work within the Contract Time, Contractor shall complete or correct the Work on the list of items attached hereto within thirty (30) days from the date of Substantial Completion. Liquidated damages shall be in the total amount per day as specified in the contract for each calendar day in excess of thirty (30) working days after substantial completion that final completion is not attained.
3. The City will be responsible for: _____

4. Contractor shall be responsible for all Contract requirements, except items or responsibilities of the City as set forth in Paragraph 2, above.
5. List of items to be completed or corrected: _____

[SIGNATURES ON NEXT PAGE]

CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

CITY

Signature: _____

Name: _____

Title: _____

Date: _____

END OF SECTION

EXHIBIT X-8
NOTICE OF COMPLETION

Exhibit Follows

RECORDED AT THE REQUEST OF:
City of Santa Cruz

WHEN RECORDED MAIL TO:
City Clerk's Department
809 Center Street, Room 9
Santa Cruz, CA 95060

(Space above for Recorder's use only)

This instrument is being recorded for the benefit of the City of Santa Cruz. No recording fee is required pursuant to Government Code § 27383.

NOTICE OF COMPLETION

PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 8102 AND 9204, NOTICE IS HEREBY GIVEN THAT:

The undersigned is an authorized representative of the owner of the interest or estate stated below.

1. Owner's Name and Address. The Project owner is the City of Santa Cruz, a municipal corporation (the "City"). The City's mailing address is 809 Center Street, Santa Cruz, California 95060. The City of Santa Cruz has the following interest in the subject Property described below: (Check One) Fee Joint Tenancy Lessee Purchaser Under Contract for Purchase Other: _____

2. Title of Project. The full name of the work of improvement/public works project (the "Project") which is the subject of this Notice of Completion is: _____

3. Project Number. _____
4. Property Location/Address. The Property site location description or address (the "Property") on which the Project was constructed is located in the City of _____, County of Santa Cruz, State of California at: _____

5. Date of Completion. The Project on the Property was completed on: _____
6. Name of Contractor. The name of the Contractor on the Project is: _____

7. Address of Contractor. The address of the Contractor on the Project is: _____

8. Nature of Work Performed on the Property or Materials Furnished for the City. The Project consisted of work described as: _____

9. The filing of this Notice of Completion was authorized by the Santa Cruz City Council Minute Order on _____ of _____, 20____.

DATED: _____

[INSERT NAME OF CITY SIGNEE]

VERIFICATION FOR THE CITY OF SANTA CRUZ

The undersigned, being duly sworn, says:

That I am the City Manager (or his/her official designee) of the City of Santa Cruz, a municipal corporation in the State of California. I have read the attached Notice of Completion and know and understand its contents. I declare under penalty of perjury that the facts stated in the Notice of Completion are true and correct, to the best of my knowledge.

Executed on _____, at Santa Cruz, California.

[INSERT NAME OF CITY SIGNEE]
City Manager, as Owner's Authorized Agent
City of Santa Cruz

NOTE: Notary acknowledgement for Owner's Authorized Agent must be attached.

END OF SECTION

EXHIBIT Y
GOOD NEIGHBOR COMMITMENT
SECTION 00 45 46.6

Exhibit Follows

SECTION 00 45 46.6

GOOD NEIGHBOR COMMITMENT

(To be Agreement Exhibit Y)

When the Santa Cruz Water Department undertakes construction projects in a neighborhood we are committed to being the best neighbor we can be. That means that our neighbors should expect:

Work to be conducted safely

- Staff, consultants and contractors will be properly trained in equipment use.
- Staff, consultants and contractors will at all times comply with Cal OSHA requirements.
- Work will adhere to all CEQA mitigations and any other permit requirements.
- Traffic control measures will be provided when normal traffic flow is impacted.
- Equipment and the project site overall will be secured outside of regular construction hours.

Construction to begin and end at scheduled times

- Work hours to be observed are identified in Section 3.02 of the Agreement. Violation of the Construction Work Hours violates the noise ordinances in Santa Cruz Municipal Code (SCMC) sections 4.14.070 and 9.36.010. Violations of the SCMC can result in administrative or criminal citations, and financial penalties.
- Construction hours will be posted.
- Construction activity, including operating heavy equipment and utilizing backup alarms on vehicles is not permitted without prior approval from SCWD.
- Advance notice will be given for work that must be done outside of regularly scheduled hours.
- Non-construction activities outside of working hours will be kept to a minimum.

Staff and contractors working on projects to behave professionally

- Appropriate language will be used at all times in public.
- Non project-related noise will be kept to a minimum.

Project questions or concerns to be responded to

- Dedicated project hotlines and email will be available.
- Staff and contractors will be provided with cards with SCWD contact information that they can share with neighbors.
- Calls or emails made to project hotlines will be returned within 2 business days.

To receive regular project communication

- Regular and ongoing project communication with SCWD community relations staff is required.
- Project descriptions and timelines will be provided by SCWD to neighbors in advance.

- Notification of regular (non-emergency) service disruptions will be given 48 hours in advance.
- Unforeseen changes will be shared as timely as possible.
- Bi-weekly project updates will be given by SCWD to neighbors for projects lasting longer than six weeks.

The neighborhood will be left in the same condition as when we arrived

- Debris will be removed.
- Project sites will be swept and cleaned.
- Excavations will be filled and patched when the project is complete.

I certify that I have read the above Good Neighbor Commitment and agree to perform the Work according to these commitments.

Name: _____

Signature: _____

Date: _____

END OF SECTION

END OF SECTION

EXHIBIT Z
CONTRACT PRICE EXHIBIT
(To be Included Prior to Contract Award)

Exhibit Follows

END OF SECTION



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Water

SUBJECT: Beltz Wells 8 and 12 Aquifer Storage and Recovery Design – Award of Professional Services (WT)

RECOMMENDATION: Motion authorizing the City Manager to execute an agreement in a form to be approved by the City Attorney with Carollo Engineers (Walnut Creek, CA) for Professional Engineering Services for Beltz Wells 8 and 12 Aquifer Storage and Recovery Design and to authorize the Water Director to execute future contract amendments within the approved budget.

BACKGROUND: The Water Department has been implementing the supply augmentation recommendations of the Water Supply Advisory Committee (WSAC) since early 2016 and more recently the ongoing evaluation, selection, and construction of supplemental water supplies as directed by the Securing Our Water Future policy.

The recommended strategy is developed around the goal of delivering long-term water supply security to the City of Santa Cruz water customers. While Water Department staff are simultaneously studying and testing the feasibility of all the recommendations of the plan including in-lieu water transfers and exchanges, aquifer storage and recovery (ASR), recycled water and desalination, ASR has been advanced to the point at which permanent facilities are ready to be designed and constructed at several locations.

ASR is a groundwater replenishment and storage approach where water is injected into the ground from an external source (such as surface water) when available, and later recovered from the ground as needed to meet customer demands. The City is looking at the feasibility of ASR in both the Santa Margarita Groundwater Basin (SMGB) underlying the Scotts Valley area and the Mid-County Groundwater Basin (MGB) underlying the Live Oak area.

The ASR implementation plan consists of the following three phases:

- Phase 1 – Technical Feasibility Analyses
- Phase 2 – ASR Pilot Testing
- Phase 3 –Implementation

Based on the favorable results of the Phase 1 work, pilot testing at Beltz 12 was conducted from January 2019 through July 2019, and at Beltz 8 from March 2020 to May 2021. In 2022 and 2023, following completion of pilot testing, staff conducted additional study of the operational characteristics of Beltz 8 and 12 as ASR facilities to inform long-term planning for permanent use, including assessing the impacts to the distribution and treatment systems and operational challenges that might be encountered during full-scale ASR projects at these two wells. Favorable results of the ASR pilot test program and supplemental study support converting the Beltz 8 and 12 Wells into permanent ASR facilities.

The City of Santa Cruz is a member agency of the Santa Cruz Mid-County Groundwater Agency (MGA), which is responsible for the development and implementation of the approved Groundwater Sustainability Plan (GSP) for the MGB. The GSP includes a variety of projects and management actions (PMAs) that are designed to achieve sustainability for the groundwater basin as required under California's Sustainable Groundwater Management Act. In February 2022, the MGA was awarded \$7.6 million in grant funding to support GSP implementation, including the PMAs, through the California Department of Water Resources (DWR) Sustainable Groundwater Management Grant Program. There are five discrete components identified in the DWR grant agreement; Component 2 allocated \$1.65 million to advance ASR in the MGB through the design and construction of permanent ASR facilities.

The MGA, as Grantee, will receive and administer the distribution of grant funds to the City as the Local Project Sponsor (LPS) of this project pursuant to the grant agreement and in accordance with the LPS Agreement. The LPS Agreement was approved by the City Council at its November 22, 2022 meeting. While the grant does not require any local agency cost share or matching funds, any additional funds required to complete the scope of work would be the responsibility of the LPS as appropriate. The ASR upgrades at Beltz Wells 8 and 12 are also included in the project description for the \$128 million Water Infrastructure Finance and Innovation Act loan issued by the U.S. Environmental Protection Agency to the City in May 2023.

In April 2023, the Water Department formally issued a Request for Qualifications (RFQ) for engineering design services for the conversion of Beltz Wells 8 and 12 to permanent ASR facilities. Two firms submitted Statements of Qualifications in May 2023. Each submittal was evaluated and scored through a competitive qualifications-based selection process, and Carollo Engineers was selected based on their experienced team and demonstrated ability to design and deliver similar projects that are currently operating successfully.

DISCUSSION: The objective of the Beltz Wells 8 and 12 ASR project is to design, construct, and integrate permanent ASR facilities at Beltz 8 and 12 with consideration for operational flexibility and future expansion. The design is expected to start in July 2023 and conclude in early 2024.

The proposed scope of work for Carollo Engineers consists of the following tasks:

- Task 1: Kick-off and Initial Site Visit
- Task 2: Meetings and Cross-Project Coordination
- Task 3: 30% Design and Basis of Design Report (BODR)
- Task 4: 60% Design and BODR
- Task 5: 100% Design and BODR

- Task 6: Permitting Support for Permanent ASR Facilities
- Task 7: Solicitation Support for Construction Contractor
- Task 8: Project Management

Health in All Policies (HiAP): This study aligns with the public health pillar of the City’s HiAP initiative by supporting the Water Department’s work in ensuring the health and safety of the public drinking water supply.

FISCAL IMPACT: The estimated fee proposal for engineering services for Carollo Engineers is \$772,858. Funds are available in the Water Department’s Capital Investment Program budget within project c702101 ASR Mid-County Existing Infrastructure; however, design and construction of this project is reimbursable by grant funding up to \$1.65 million.

Prepared By:
Heidi Luckenbach
Engineering Manager/Deputy
Water Director

Submitted By:
Rosemary Menard
Water Director

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. DRAFT PROFESSIONAL SERVICES AGREEMENT.PDF
2. SOQ TABULATION.PDF

Professional Services Agreement With
CAROLLO ENGINEERS, INC.
For **DESIGN ENGINEERING BELTZ WELLS 8 AND 12**
AQUIFER STORAGE AND RECOVERY

THIS AGREEMENT for professional services is made by and between the City of Santa Cruz (“City”) and Carollo Engineers, Inc. (“Consultant”) (each is referred to individually as a “Party” and collectively, as the “Parties”) as of _____, 20__ (the “Effective Date”).

NOW, THEREFORE, in consideration of each other’s mutual promises, the Parties hereto agree as follows:

SECTION 1: SCOPE OF WORK

Consultant will furnish services as defined and described in the Scope of Work, attached hereto as Exhibit A and incorporated herein.

SECTION 2: RESPONSIBILITIES OF CONSULTANT

All work performed by Consultant, or under Consultant’s direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and agrees that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

Consultant shall not undertake any work beyond the **Scope of Work** set forth in **Exhibit A** unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Rosemary Menard, Director of the Water Department, hereinafter called "Director", or other designated and authorized City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant’s services described in Exhibit A. Such meetings shall be held at the request of either Party. Review and City approval of completed work shall be obtained monthly, or at other intervals as may be mutually agreed upon during the course of this Agreement. Review, approval, or acceptance of Consultant’s work by City or others shall not relieve Consultant from responsibility for errors and omissions in Consultant’s work.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that the City’s actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant’s opinions, analyses, projections, or estimates to the extent that such economic or operational factors may have significantly changed from those relied upon by Consultant in formulating such opinions, analyses, projections or estimates.

The City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

SECTION 3: RESPONSIBILITIES OF THE CITY

City shall make available to Consultant all necessary data and information in the City's possession and shall actively assist Consultant in obtaining such information from other agencies and individuals as needed. Consultant is entitled to reasonably rely upon the accuracy and completeness of such data and information, and Consultant shall provide City prompt written notice of any known defects in such data and information.

The Director may authorize a staff person to serve as his or her representative. The work in progress shall be reviewed at such intervals as may be mutually agreed upon between the Parties. The City will be the sole judge of acceptable work, provided that such approval will not be unreasonably withheld or delayed. If the work is not acceptable, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4: FEES AND PAYMENT

For services actually performed, the City will compensate Consultant at the rates set forth in the **Fee Schedule** detailed in **Exhibit B** and in accordance with the terms set forth therein. Payment for Consultant's services in carrying out the entire Scope of Work shall be made within the budget limit, or limits shown, upon Exhibit B. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in the Scope of Work.

Consultant agrees that the payments to Consultant specified in this Section 4 will constitute full and complete compensation for all obligations assumed by Consultant under this Agreement. Where conflicts regarding compensation may occur, the provisions of this section apply.

Variations from the budget for each task which are justified by statements indicating personnel time expended and submittal of a revised budget are only allowed with prior City approval; however, in no event shall the total fee charged for the Scope of Work set forth in Exhibit A exceed the budget of **\$772,858** without advance written City authorization in the form of an amendment or change order.

Invoices shall detail the time worked by each class of employee on each task and the expenses incurred for which billing is made. Invoices shall indicate the percentage completion of each work task as identified in the Scope of Work in Exhibit A and the overall percentage of completion of the total required services. Unless otherwise specified in the fee schedule, payments shall be made monthly by the City within 30 days based on itemized invoices from the Consultant which list the actual costs and expenses.

All invoices shall contain the following affidavit signed by Consultant (if individual) or by a principal of Consultant's firm (if Consultant is an entity):

"I hereby certify [or as principal of Consultant] that the charge of (Insert invoice amount) as summarized above and shown in detail on the attachments is a fair and reasonable use of public funds, is in accordance with the terms of Agreement dated (Insert Agreement Date), and has not been previously paid."

This Agreement is contingent upon the appropriation of sufficient funding by the City for the services covered by this Agreement. If funding is reduced or deleted by the City for the services covered by this

Agreement, the City has the option without penalty or liability to either terminate this Agreement or to offer an amendment to this Agreement indicating the reduced amount.

SECTION 5: TRAVEL REIMBURSEMENT POLICY

The City agrees to reimburse Consultant and Consultant's employee(s) for only authorized travel expenses, **as indicated by a mark below**, and according to the City's Travel Reimbursement Policy. It is expected that all travel expenses incurred by Consultant while conducting activities on behalf of the City will be at reasonable rates and that Consultant and Consultant's employee(s) will exercise prudence in incurring these expenses. The total fees and costs of Consultant's services shall not exceed the amount described in the Fee Schedule.

Meals: Meals are reimbursed at the current GSA Meals & Incidental per diem rate by county (www.gsa.gov/travel). The City does not reimburse for actual costs for meals. Reimbursement is based solely on per diem rates. Do not submit meal receipts.

- Travel before 8:00am qualifies for breakfast reimbursement.
- Travel between 8:00am – 1:30pm qualifies for lunch reimbursement.
- Travel between 1:30pm – 7:00pm (or later) qualifies for dinner reimbursement.
- Days between hotel stays and days starting before 8am and ending after 7pm, qualify for the full GSA Meals & Incidental per diem rate.

Ground Transportation: Ground transportation is reimbursable when it is for travel between the Consultant's place of business, an airport, or Santa Cruz hotel, as applicable, to the City work location.

1. Reasonable fees for taxis, shuttles, buses, trains, light rail, ride hailing services (Uber, Lyft or other), and similar modes of transportation will be reimbursed. Receipts are required for reimbursement.
2. When using vehicles owned by Consultant or Consultant's employer:
 - Mileage will be reimbursed at the current IRS mileage rate.
 - Evidence of automobile liability insurance meeting the City's requirements must be provided.
 - Maps showing starting point, City work location, and total miles are required for reimbursement.
3. Use of car rentals are reimbursable when:
 - Travel is necessary from an airport to the City work location.
 - The rental reservation is made as far in advance as is practical and the lowest possible price is obtained.
 - Insurance coverage is included, and the car is returned with a full tank of gas.
 - The smallest vehicle necessary is rented.
 - Parking expenses are included in the GSA Meals & Incidental per diem rate. The City will not pay additionally for parking expenses.
 - Receipts are required for reimbursement.

Airfare: Airfare is reimbursable when the Consultant's place of business, or Consultant's employee's home, is more than 250 miles away from Santa Cruz.

- Airfare must be lowest available coach class fare. Flights may be non-stop.
- Airfare must be booked as far in advance as is practical.
- Fees for one piece of checked luggage (and any equipment necessary for the work being done) will be reimbursed.
- Extra charges for seat assignments, refundable tickets, travel insurance/protection, and similar fees are not reimbursable.
- If the City cancels the need for travel and the ticket cannot be changed or refunded, the ticket cost will be reimbursable.
- Receipts are required for reimbursement.

Lodging: Lodging is reimbursable when the Consultant must work on site for two or more consecutive days and the Consultant's place of business or personal residence, is more than 60 miles away from Santa Cruz.

- Lodging is reimbursed up to the current GSA rate by county (www.gsa.gov/travel).
- Costs for hotel rooms above this rate are the responsibility of the traveler.
- Receipts are required for reimbursement.

General Rule

1. Travel expenses not listed or checked above will not be reimbursed.
2. Travel reimbursements are paid after the completion of travel. There are no travel advances.
3. Exceptions to any of the above requirements require advance written permission from the Director or City's designated agent contracting with the Consultant.
4. Tips and gratuities will not be reimbursed.
5. Alcoholic beverage purchases will not be reimbursed.
6. Consultants will exercise prudence in incurring reimbursable expenses.
7. The City of Santa Cruz has the sole discretion to deny any reimbursement request the City has determined to be excessive or an inappropriate use of public funds.

SECTION 6: CHANGES IN WORK

City may negotiate changes in the Scope of Work. No changes in the Scope of Work shall be made without the written approval of City and Consultant. Any change requiring compensation in excess of the sum specified in Exhibit B shall be approved in advance in writing by the City. Only City's authorized representative(s) is authorized to approve changes to this Agreement on behalf of City.

SECTION 7: TERM AND SCHEDULE

The term of this Agreement shall be on the effective date of this Agreement and terminating on upon completion of the Scope of Work. At the option of the City, this Agreement may be renewed annually under the same contractual terms and conditions by letter agreement.

Consultant shall begin work as specified in a written authorization (e.g., Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the City.

The **Work Schedule** for completion of the work shall be as shown upon **Exhibit A**. In the event that major changes are ordered, the schedule for completion as stated in Exhibit A may be adjusted by City so as to allow Consultant a reasonable period of time within which to complete any additional work which may be required as a result of the ordered changes.

Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters, or any Force Majeure event which is beyond the party's reasonable control. Consultant will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.

The City reserves the right to obtain the item(s) and/or services covered by this Agreement from another source during any on-going suspension of service due to the circumstances outlined above.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date set forth in Exhibit C in order to allow the City to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

SECTION 8: TERMINATION

The City may terminate the Agreement for any reason by providing written notice to Consultant not less than 10 calendar days prior to an effective termination date.

The Consultant may terminate the Agreement for cause by providing written notice to the City not less than 30 calendar days prior to an effective termination date.

The City may, at its option, allow Consultant to cure its failure to perform within 10 business days (or longer period authorized in writing by the City) from the date of the City's termination notice. The termination shall become effective if Consultant has not cured within the specified time period to the City's satisfaction.

Consultant may terminate this Agreement for cause if the City fails to cure a material default in performance within a period of 30 calendar days (or such longer period agreed to by the Consultant), from date of the Consultant's written termination notice specifying the default in performance.

Upon notice of termination by either the City or Consultant, the Consultant will immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination less any amounts withheld. All finished or unfinished work or documents procured or produced under the Agreement will become property of the City upon the termination date. In the event of Consultant's failure to perform pursuant to the Agreement, the City reserves the right to obtain services elsewhere and Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the City. Termination of the Agreement pursuant to this paragraph shall not relieve the Consultant of any liability to City for additional costs, expenses, or damages sustained by City due to failure of the Consultant to perform pursuant to the Agreement. City may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due City from Consultant is determined. After the effective date of termination, Consultant will have no further claims against the City under the Agreement. No other compensation will be payable for anticipated profit on unperformed services.

SECTION 9: INSURANCE

Prior to the beginning of and throughout the duration of the Agreement, Consultant will maintain and comply with the **Insurance Requirements** as set forth in **Exhibit C**. Consultant will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

SECTION 10: INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful

misconduct of Indemnitees. Consultant's obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

SECTION 11: EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICIES

City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Consultant to comply with all applicable Federal and State and local equal employment opportunity laws and regulations, and Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html> and <http://www.cityofsantacruz.com/home/showdocument?id=59192>.

SECTION 12: LEGAL ACTION/ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the Santa Cruz County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 13: AMENDMENTS

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City's authorized representative. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Exhibit A. Such authority is retained solely by the City Manager, Director, or their designee. Unless expressly authorized by the City Manager or Director, Consultant's compensation shall be limited to that set forth in Exhibit B, Fee Schedule.

SECTION 14: MISCELLANEOUS PROVISIONS

1. Project Manager/Key Staff. Director reserves the right to evaluate and confer with Consultant regarding the project manager or other key staff assigned by Consultant to perform the work under this Agreement. Consultant shall replace the project manager or key staff upon Director's request due to Director's concern about their performance, or City shall have the right to terminate this Agreement. Otherwise, no change in assignment by the Consultant may occur without prior written approval of the City.
2. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.

3. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant's employees, agents, subcontractors or others under Consultant's supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the City for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the City, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.
4. Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Subcontractors. Consultant shall obtain prior approval of the City prior to subcontracting of any work pursuant to this Agreement. If at any time, the City determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the City of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the City in writing.
6. Assignment. This Agreement shall not be assigned without first obtaining the express written consent of the Director or after approval of the City Council. Neither party may assign this Agreement unless this Agreement is amended in accordance with its terms.
7. Conflicts of Interest. Consultant agrees to comply with conflict of interest laws in performing the work and services under this Agreement. Consultant covenants (on behalf of Consultant and Consultant's employees, agents, representatives, and subcontractors) that there is no direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant acknowledges and agrees to comply with applicable provisions of conflict of interest law and regulations, including the CA Political Reform Act, Sections 1090 and 87100 of the Government Code, and the City's conflict of interest code. Consultant will immediately advise City if Consultant learns of a conflicting financial interest of Consultant during the term of this Agreement.
8. City Property. The work, or any portion, of Consultant in performing this Agreement shall become the property of City. The Consultant may be permitted to retain copies of such work for information and reference in connection only with the provision of services for the City. All materials and work product, whether finished or unfinished, shall be delivered to City upon completion of contract services or termination of this Agreement for any reason. Consultant acknowledges and agrees that the work product shall be considered a work made for hire within the meaning of the patent and copyright laws of the United States; and Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the City and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the City, or except as otherwise provided herein. Consultant's final deliverables shall comply with Section 508 (29 U.S.C. Section 794d) accessibility requirements, as applicable. . Documents, including drawings and specifications prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others on any other project.
9. Intellectual Property and Indemnity. Consultant represents to City that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any

applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the City's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the City the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, City will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. City shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

10. Confidentiality.

- a. Consultant shall not acquire any ownership interest in data and information ("City Data") received by Consultant from City, which shall remain the property of the City. Certain information may be considered confidential ("Confidential Information"). Confidential Information shall mean all information or proprietary materials (in every form and media) not generally known to the public and which has been or is hereafter disclosed or made available directly or indirectly to Consultant through any means of communication, either verbally or in writing even if it has not been designated in writing as "Confidential" to Consultant in connection with this Agreement. Unless otherwise required by law, Consultant shall not, without City's written permission, use or disclose City Data and/or Confidential Information other than in the performance of the obligations under this Agreement. As between Consultant and City, all City Confidential Information shall remain the property of the City. Consultant shall not acquire ownership interest in the City's Confidential Information.
- b. Consultant shall be responsible for ensuring and maintaining the security and confidentiality of City Data and Confidential Information, protect against any anticipated threats or hazards to the security or integrity of City Data and Confidential Information, protect against unauthorized access to or use of City Data and Confidential Information that could result in substantial harm or inconvenience to City or any end users; and ensure the proper return and/or disposal of City Data and Confidential Information upon termination of this Agreement with notice to the City.
- c. Consultant shall take appropriate action to address any incident of unauthorized access to City Data and Confidential Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying City as soon as possible of any incident of unauthorized access to City Data and Confidential Information, or any other breach in Consultant's security that materially affects City or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected City Data be divulged to unauthorized third parties, Consultant shall comply with all applicable federal and state laws

and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Consultant's sole expense. Consultant shall not charge City for any expenses associated with Consultant's compliance with these obligations.

- d. Consultant shall defend, indemnify and hold harmless City, its officials, officers, employees and agents against any claim, liability, loss, injury or damage (including attorneys' fee and costs) arising out of, or in connection with, the unauthorized use, access, and/or disclosure of City Data and/or Confidential Information by Consultant and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the City. This provision shall survive the termination or expiration of this Agreement.
11. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred relating to this Agreement for examination and audit by the City, State, or federal government, as applicable, during the period of this Agreement, and for a period of at least five (5) years from the date of the final City payment for Consultant's services, or date of the termination of this Agreement, whichever is later. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
12. California Public Records Act. City is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to City, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a request for such information, City will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Cruz County before the City is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the City is required to respond to the CPRA request, City may disclose the requested information without any liability. Consultant further agrees that it shall defend, indemnify and hold City harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by City of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.
13. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations. Consultant further agrees to comply with the covenant of good faith and fair dealing and other provisions of Santa Cruz Municipal Ordinance chapter 3.09, or otherwise Consultant may be subject to penalties including being declared an irresponsible contractor.
14. Licensure. Consultant agrees that Consultant, its subcontractors and/or agents (if any) has/have complied with all applicable federal, state, and local licensing requirements and agrees to provide proof of a current City of Santa Cruz Business Tax Certificate if:
- Consultant, its subcontractor(s) and agent(s) or its business is/are located in the City of Santa Cruz;
 - Will perform actual work in the City of Santa Cruz for 6 or more days annually; or
 - Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.
- For additional information and licensing requirements, view the City's [Business Licenses and Permits webpage](#) or call the Revenue and Taxation division at 831/420-5070.

15. Living Wage. Every contract for services to the City for \$10,000 or more, is subject to City of Santa Cruz Living Wage Ordinance number 2000-25. If applicable, Consultant agrees to comply with the requirements of the Living Wage ordinance as provided in Santa Cruz Municipal Code Chapter 5.10.
16. Prevailing Wages for Public Work. To the extent that the work or services to be performed under this Agreement may be considered a “public work” (construction, alteration, demolition, or repair work) pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. (CA Labor Code sections 1720, 1774 and 1782.) To the extent applicable to the scope of work and services under this Agreement, Consultant agrees to be bound by the state prevailing wage requirements, including, but not limited to, the following:
- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
 - b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
 - c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
 - d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
 - e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.
 - f. Any failure of Consultant and/or its subconsultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the City’s performance of this Agreement at the City’s sole and absolute option and shall be at the sole risk of Consultant. Consultant on behalf of itself and any subconsultant, agree to indemnify, defend and hold harmless the City and its officials, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, expenses, attorney’s fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.
 - g. Consultant acknowledges that it and/or any subconsultant may not engage in the performance of any contract for public work unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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17. Storm Water Requirements. To the extent applicable to the Scope of Work under this Agreement, Consultant, Consultant's employees, subcontractors, and agents are required to abide by the applicable City of Santa Cruz Storm Water Best Management Practices (BMPs) for the duration of the work. The City's mandatory Storm Water BMPs, which are listed according to the type of work, operations, or business, are located on the City website at: <https://www.cityofsantacruz.com/government/city-departments/public-works/stormwater/best-management-practices>
18. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code sections 9204(e), 20104-20104.6, but without waiving the requirements of the California Tort Claims Act, Gov't Code section 800 et seq. unless otherwise agreed to by the Parties.
19. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, a strike, lockout or other labor difficulty, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on City's sole discretion.
20. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
21. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
22. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
24. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

25. MacBride Principles/Peace Charter. City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.
26. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email, and concurrently delivered by: (a) personal delivery, in which case notice is effective upon delivery; (b) overnight courier (i.e., Federal Express) with charges prepaid or charged to the sender's account, in which case notice is effective when delivered; (c) priority U.S. Mail, in which case notice shall be deemed delivered on the second business day after the deposit thereof with the U.S. Postal Service. Notices shall be addressed to recipient as follows:

To CITY:

City of Santa Cruz Water Department
Rosemary Menard, Water Director
212 Locust Street, Suite A
Santa Cruz, CA 95060
rmenard@santacruzca.gov / (831) 420-5200

To CONSULTANT:

Carollo Engineers, Inc.
Chris Cleveland, Sr. Vice President
2795 Mitchell Drive
Walnut Creek, CA 94598
ccleveland@carollo.com / (916) 207-4359

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

27. Third Parties. The services to be performed by Consultant are intended solely for the benefit of the City.
28. Debarment and Suspension.
- The contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractors, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
 - The Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any subcontract.
 - If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
 - The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its subcontracts.
29. Byrd Anti-Lobbying Amendment and Certification.
- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The Contractor certifies to the City and every Subcontractor certifies to the Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every Subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City. Necessary certification and disclosure forms shall be provided by City.

30. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

31. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

Technical Review By:
By: _____ Date: _____
Heidi Luckenbach, Deputy Water Director/ Engineering Manager

Approved As To Form:
By: _____ Date: _____
Office of the City Attorney

CONSULTANT
By: _____ Date: _____
Printed: _____ Title: _____

WATER DEPARTMENT
By: _____ Date: _____
Rosemary Menard
Water Director

CITY OF SANTA CRUZ
By: _____ Date: _____
Matt Huffaker
City Manager

EXHIBIT A: SCOPE OF WORK AND WORK SCHEDULE

DRAFT

EXHIBIT B: FEE SCHEDULE

DRAFT

DRAFT

EXHIBIT C: INSURANCE REQUIREMENTS

Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property and otherwise which may arise from or in connection with the performance of the work under this Agreement and the results of that work by Consultant, its agents, representatives, employees, or subcontractors.

A. CERTIFICATE REQUIREMENTS

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 1200 Pacific Ave., Suite 290, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the City, unless a longer duration is required as specified below.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown below, the City of Santa Cruz requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

Coverage will be at least as broad as:

- COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE
Proof of coverage for \$1 Million per occurrence and \$2 Million in the aggregate including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL.
- PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$2,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.

Consultant will maintain insurance appropriate to Consultant's profession; with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract of work.

- AUTOMOBILE LIABILITY:
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.

- WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease. The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

(Not required if Consultant provides written verification it has no employees) - If Consultant has no employees, Consultant shall complete and sign a [Workers' Compensation Exemption Declaration and Release of Liability](#).

C. OTHER INSURANCE PROVISIONS

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**
The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations, products and completed operations. General liability coverage will be provided in the form of an **endorsement** to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- **PRIMARY COVERAGE**
For any claims related to this Agreement, Consultant's and all subcontractor's insurance coverage will be **primary and non-contributory** as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Consultant's and all subcontractor's insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- **WAIVER OF SUBROGATION**
Consultant hereby grants to the City a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**
Consultant may use excess liability/umbrella policies to meet the required liability limits on the condition that they provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The excess liability/umbrella insurance policies shall be provided on a true "**following form**" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.
- **DURATION OF COVERAGE**

CGL & Excess Liability/Umbrella policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- **SELF-INSURED RETENTIONS (SIR)**
Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- **ACCEPTABILITY OF INSURERS**
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
- **CLAIMS MADE POLICIES**
If any of the required policies provide coverage on a claims-made basis:
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.
- **VERIFICATION OF COVERAGE**
Consultant will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy (and CPL, automobile and any Excess Liability/Umbrella policies, as applicable) listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

D. SUBCONTRACTORS

Consultant shall include their subcontractor(s) as additional insured(s) under the policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. Consultant shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are named as additional insureds on insurance required from its contractor(s) and subcontractor(s).

E. SPECIAL RISKS/CIRCUMSTANCES

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Consultant.



**DRAFT SCOPE FOR BELTZ WELLS 8 AND 12
AQUIFER STORAGE AND RECOVERY (ASR) DESIGN**

Water Engineering
212 Locust St Ste C
Santa Cruz CA 95060
www.cityofsantacruz.com

1 – SUMMARY OF SCOPE

The City of Santa Cruz Water Department (City) intends to convert its existing production wells Beltz 8 and Beltz 12 to aquifer storage and recovery (ASR) wells. Pilot testing was conducted at Beltz 12 in 2019 and at Beltz 8 in 2020-2021; further study of the operational characteristics of the wells as ASR facilities began in January 2022 and is anticipated to continue through Summer 2023. Ancillary studies are underway or planned to evaluate the suitability of other City-owned production wells for conversion to ASR wells.

Services under this scope of work include developing construction plans, specifications, and bid documents for demolishing and/or retrofitting the existing well pumps, discharge and facility piping, mechanical and electrical components and equipment, controls and SCADA integration, and associated appurtenances of the permanent ASR well facilities per City of Santa Cruz guidelines. Engineering analysis to include determination of recharge flow-control mechanism, ASR well hydraulics, and best practices for converting an existing production well to an ASR well.

2 – OBJECTIVES

The City's objectives for this project are:

- Design, construct, and integrate permanent ASR Facilities at Beltz 8 and Beltz 12.
- Coordinate with other projects (described below in Cross-Project Coordination) to make sure ASR design is compatible with the other project at these sites.
- Design Beltz 8 & 12 with consideration for additional ASR well sites in the future.
- Design an operator-friendly ASR well operation and maintenance.
- Establish ASR operation sequencing and strategy to maximize well efficiency and operational flexibility.
- Develop a waste water disposal plan for waste water develop by ASR wells.

3 – DESIGN CONSIDERATIONS

A. BELTZ 8/BELTZ 8 WATER TREATMENT PLANT

Components of the existing facility include the following: (1) a pump control and chemical storage buildings; (2) an iron and manganese treatment system consisting of an aeration tower and a pressurized multi-media filter tank; (3) one 75,000-gallon backwash tank used in the iron and manganese treatment that is connected to the well and the sanitary sewer and drains at approximately 75 gpm (subject to change); and (4) a 210-foot-deep well that has a 14-inch outside diameter stainless steel casing and screen, submersible pump and concrete pedestal, station piping including treated water pipeline, and a raw water pipeline that conveys water to the treatment plant. The raw water pipeline is fed by three wells – Beltz Wells 8, 9, and 10 – and hydraulic analysis will be needed, performed by others. There is a County of Santa Cruz (County) storm drain inlet on Roland Drive in the right-of-way just outside the property. The facility is fully paved, gated, and in close proximity to neighboring residences, so the design should consider minimizing operational and construction related impacts and noise to the surrounding neighbors. The City is under contract with an Engineering Firm to redesign the Beltz Water Treatment Plant, so the

layout and components of the facility are expected to change but not until after the Beltz 8 well is converted to an ASR facility.

- a. ***Injection Supply Pipeline*** – For injection purposes, a new permanent supply pipeline between the well and the existing on-site distribution system piping would be installed. The pipeline is anticipated to be approximately 120 feet in length and 6 inches in diameter and would be installed within the existing City-owned property along an already-paved alignment, unless an alternative route is identified by the Consultant. The City may have an existing backflow prevention device that could be incorporated in the design (reference Exhibit A for backflow prevention device specifications). The pipeline must be capable of delivering up to approximately 400 gpm of treated water for injection into the well. A new flow meter to measure injection flow rate may be needed.
- b. ***Injectate Dechlorination*** – Dechlorination of the treated water from GHWTP may be needed prior to injection to mitigate disinfection byproducts (particularly THMs). The Consultant will review water quality data from the ASR pilot testing and discuss with the City. It is the City’s understanding that injectate dechlorination may not be needed, but any design modifications at the well should consider saving space for it in the future. Further THM investigation is currently happening during the second year of the extended ASR pilot testing.
- c. **Discharge Plan**
 - i. ***On-site Storm Drain Conveyance System*** – A new drain inlet and storm drain piping will be needed for discharges to the off-site storm drain inlet on Roland Drive. A backflow prevention device and airgap should be included in the design. There will be periodic discharges from the well to collect samples or for well maintenance. There will also be approximately 2-5 hours of discharges from the new injection supply line before injection season (typ. 1-2 times per year). The design must factor in applicable discharge requirements, including discharge volumes associated with regular well maintenance and ASR backflushing, discharge locations, and how the City will dechlorinate and monitor discharges when directing to the County’s storm drain system. Reference Exhibit B for a summary of NPDES discharge requirements.
 - ii. ***Sanitary Sewer Connection*** – The reclaim tank is connected to the well and the sanitary sewer. In the past, the sanitary sewer connection allowed flows up to 200 gpm with an average of 125 gpm. Recently, the County asked the City to limit flow to 75 gpm or less due to issues with the sanitary sewer capacity which the City is trying to comply with. It is important to note that there are no discharge flow rate restrictions listed in the City’s Wastewater Discharge Permit. The City is currently conducting a rehabilitation study of the Beltz WTP, which may recommend replacement and resizing of the existing 75,000-gal reclaim tank. It is unclear if waste water from the well will be allowed in the treatment facility’s reclaim tank

in the future. Plans for waste water disposal from the wells should take this into consideration. If waste water will be discharged to the sanitary sewer, an additional tank may be needed.

- d. **Wellhead Discharge Piping** – The wellhead discharge/above-ground piping will need to be modified to accommodate recharge activity and relocation of the new storm drain inlet. Refer to the as-built drawings in Exhibit C for existing piping. Current wellhead discharge pipe does not have a seal/gasket between the pipe and the pump pedestal. The City would like to add one to improve the seal; however there is not enough flexibility in the piping to add it currently.
- e. **Injection and Control Valves** – The City would like to understand the suitability of available options for injection and control valves. The Consultant will identify and evaluate injection tubing, aboveground control valves, and down-hole control valves and present the options and cost for alternatives based on the needs of the City. The City will need to maintain as much operational flexibility as possible and desires the ability to inject at a range of flows from approximately 100 gpm to 400 gpm, as well as have the ability to switch between injection and recovery quickly in the event of an emergency. New controls will be integrated into the facility based on selected design. New piping (approximately two 1.25-inch-diameter pipes) and electrical conduits (approximately two 1-inch-diameter conduits) would be installed between the wellhead and the new control panel.
- f. **Submersible Pump** – The Consultant will help the City determine the range of flows needed for the new pump factoring in typical use of ASR well and ASR backflushing rates, proposed Beltz Water Treatment Plant (design by other civil firm) flow needs, periodic emergency use of well at higher flow rates, and the ranges of pressure in the raw water pipeline based on other wells pumping. The existing well pump will likely be removed and replaced with a larger capacity pump. Electrical design will include coordination with existing facility capacities and other water treatment plant upgrade designs.
- g. **Monitoring Wells** – No additional monitoring wells would be constructed as there is an existing monitoring well at the Beltz 8 site. The Beltz 8 Monitoring Well was installed in early 2020 and screened identically to the existing Beltz 8 production well to allow for the monitoring of groundwater level and water quality conditions during ASR pilot testing of Beltz 8.
- h. **Electrical, Instrumentation, and Controls** – The Consultant will document the electrical distribution and verify electrical single lines at the site. Design will include the development control strategies for PLC programming and configuration of SCADA/HMI screens using the established City of Santa Cruz Asset and Tagging Standards and the SCADA/PLC Programming Standards. Services shall involve the procurement of instrumentation controls equipment for the Beltz 8 Well.

B. BELTZ 12

Components of the existing facility include the following: (1) a pump control and chemical storage building; (2) an iron and manganese treatment system consisting of a pressurized filter tank with various media

inside; (3) two backwash tanks used in the iron and manganese treatment that each have a capacity of 35,000 gallons; and (4) a 640-foot-deep well that has a 16-inch inside diameter stainless steel casing and screen, submersible pump and concrete pedestal, station piping including treated water pipeline, sewer connections, and stormwater drainage facilities that connect to County storm drain facilities in Research Park Drive. The site is partially paved, fenced/gated, and in an industrial park. The City is under contract with a Contractor to modify the site as part of an Ammonia Removal project, so the layout and components of the facility are expected to change, as shown in Exhibit D.

- a. ***Injection Supply Pipeline*** – For injection purposes, a new permanent supply pipeline between the well and the existing distribution system on Research Park Drive adjacent to the site would be installed. The pipeline would be approximately 100 feet in length and 6 inches in diameter; approximately 35 feet of the pipeline would be installed in paved right-of-way and the remainder would be installed in unpaved right-of-way and in City-owned property at the Beltz 12 ASR facility. The new injection pipeline would have a backflow prevention device and be capable of delivering up to approximately 400 gpm of treated injection water delivered from the GHWTP through the City’s water distribution system. A new flow meter should be included in the design.
- b. ***Injectate Dechlorination*** – Dechlorination of treated water from GHWTP may be needed prior to injection to mitigate disinfection byproducts (particularly THMs). The Consultant will review water quality data from the ASR pilot testing and discuss with the City. It is the City’s understanding that injectate dechlorination may not be needed, but any design modifications at the well should consider saving space for it in the future. Further THM investigation is currently happening during the second year of the extended ASR pilot testing.
- c. ***Discharge Plan***
 - i. ***On-site Storm Drain Conveyance System*** – The existing storm drain inlet and piping will be sufficient for discharges at the site. No additional storm drain conveyance will be needed. The Discharge Plan should detail how and when the on-site storm drain conveyance system will be used for discharge, as well as applicable discharge requirements, discharge volumes associated with regular well maintenance and ASR backflushing, discharge locations, and how the City will dechlorinate and monitor discharges when directing to the County’s storm drain system.
 - ii. ***Sanitary Sewer Connection*** – The two reclaim tanks are connected to the well and the sanitary sewer and drain at approximately X gpm. The Discharge Plan should detail how and when the reclaim tanks/sanitary sewer will be used for discharges.

- d. **Well Discharge Piping** – The Consultant will be responsible for determining what, if any, modifications need to be done to the well discharge piping. Refer to the as-built drawings in Exhibit E for existing piping.
- e. **Injection and Control Valves** – In conjunction with efforts to convey the available injection and control valve options, the Consultant will identify and evaluate current injection tubing and control valves and present the options and cost for alternatives based on the needs of the City. The City will need to maintain as much operational flexibility as possible and desires the ability to inject at a range of flows from approximately 100 gpm to 400 gpm, as well as have the ability to switch between injection and recovery quickly in the event of an emergency. While equipping the ASR pilot test project, the City found that joints on the current steel column pipe (Sch 40 mild steel) were corroded and were replaced with the same specified pipe. The Consultant should evaluate whether to upgrade the column pipe to stainless steel or PVC. The control panel for the flow control valve would most likely be installed inside the existing control building. Electrical connections should be assessed and designed for upgrades as needed. New piping (approximately two 1.25-inch-diameter pipes) and electrical conduits (approximately two 1-inch-diameter conduits) would be installed between the wellhead and the existing control building.
- f. **Submersible Pump** – For extraction purposes, the existing submersible pump and motor assembly at Beltz 12 currently rated at 400 gpm would be removed and replaced with a new submersible pump and motor assembly. The Consultant will help the City determine the range of flows needed for the new pump factoring in typical use of ASR well and ASR backflushing rates and periodic emergency use of well at higher flow rates. Refer to Exhibit E for a diagram of the existing submersible turbine pump.
- g. **Sounding Tube** – The existing sounding tube consists of HDPE coiled tubing, in which the City’s water level transducer is installed. The Consultant should evaluate whether to replace the existing sounding tube with something more typical, such as 1.25” Sch 40 PVC pipe.
- h. **Monitoring Wells** – No additional monitoring wells would be constructed as there is an existing monitoring well approximately 70 feet from Beltz 12 from which adequate monitoring data can be obtained.
- i. **Electrical, Instrumentation, and Controls** – The Consultant will document the electrical distribution and verify electrical single lines at the site. Design will include the development control strategies for PLC programming and configuration of SCADA/HMI screens using the established City of Santa Cruz Asset and Tagging Standards and the SCADA/PLC Programming Standards. Services shall involve specifying of instrumentation controls equipment for the Beltz 12 Well. Electrical upgrades at the Beltz 12 site may require replacing the existing main breaker at the Motor Controls Center with a new main breaker.

C. Assumptions

- a. *Water distribution system, sanitary sewer system, and storm sewer system modeling, if required, to be performed by others.*
- b. *City standards for any design guidelines, CAD platform, typical details, specifications, and other design standards are aligned with Carollo standards.*
- c. *An acoustic study is not included in base scope. Typical industry practices and design approaches will be used to reduce noise impact to neighbors. An acoustic study can be added if desired.*
- d. *Development of a wastewater disposal plan assumes a feasible option for disposal can be accommodated within each site.*
- e. *All project elements assumed to be located on each existing wellsite. No design within the public right-of-way will be required.*
- f. **There is adequate primary power to each site to support the new ASR well. A new primary breaker may be required, but primary power and transformer are assumed adequate.**
- g. **A geochemical analysis has already been performed and deemed the proposed injected water is compatible with the native groundwater.**
- h. **The City will continue contracting with PWR for hydrogeologic services in support of this project.**
- i. **No additional buildings will be required to support the project. Ancillary support systems will either be housed within the existing support building or be rated for outdoor service.**
- j. **While the two well sites are different configuration, and will therefore potentially require different layouts, a common ASR well concept will be developed and applied at both sites. This will also provide a standard to be applied for any future ASR wells to be constructed.**
- k. **City will be responsible for coordination with power provider as needed.**
- l. **City will be responsible for providing as-built electrical, instrumentation and control plans for the well sites.**
- m. **Design of modifications to the existing security, fire suppression, fire alarm, surveillance, or retrofits to update building or fire codes will not be required.**

4 – CROSS-PROJECT COORDINATION

A number of other City projects will be active throughout the duration of this project. The Consultant will be responsible for coordinating schedules and potential impacts of the related projects and concurrent activities. A list of related projects is provided below:

1. **Beltz 12 Ammonia Removal Project** – Beltz 12 Well Ammonia Removal adds three major upgrades to the existing treatment process: oxidation of hydrogen sulfide, additional chlorine for ammonia removal and sufficient contact time to reach breakpoint chlorination to ensure free chlorine residual in finished water. The objective of this project is to make sure that breakpoint chlorination occurs on-site, rather than in the distribution system, due to the naturally occurring ammonia and hydrogen sulfide levels in the groundwater. Refer to Exhibit D for treatment drawings. The proposed piping and backflow device may prove useful in the design for ASR injection piping.

2. **Beltz GWTP Rehabilitation Study** – The rehabilitation study will evaluate the impact of future ASR on the proposed Beltz GWTP upgrade by determining if additional constituents will require treatment and developing ASR well treatment options for the Beltz GWTP site. The study will also evaluate the maximum treatment capacity at Beltz GWTP and if a larger treatment plant is feasible within the site. The footprint of the treatment plant may change dramatically with this project. The scope of work for this study is included as Exhibit F.
3. **Soquel Dr. Water Quality and Corrosion Study** – Water quality and distribution system analyses are being conducted to determine what is causing cast iron main upsets in the immediate area of the Beltz 12 well, and what, if any, implications that has for the remainder of the City’s distribution network, particularly areas of low water use from cast iron mains. The scope of work for this study is included as Exhibit G. This work may recommend changes to the treatment system at Beltz 12.
4. **Soquel Dr. Main Replacement** – The City is actively designing a main replacement project (construction tentatively set for summer 2023) to retire the problematic cast iron main near Beltz 12.
5. **Graham Hill Water Treatment Plant Facilities Improvement Project (FIP)** – The FIP will introduce significant process changes to the City’s only surface water treatment plant. The revised treatment train will include enhanced coagulation, plate settlers, intermediate ozone, biologically activated filters and GAC contactors. At this time no significant changes to the GHWTP product water are anticipated to affect water quality as a source for ASR injection.
6. **Ongoing and emergency City production needs from Beltz 8 and 12** – The existing Beltz production wells are typically used by the City seasonally, May-October. Occasionally the wells are turned on outside of this season for emergency backup if the City’s main sources are to be out of service. This occasional emergency need for the wells will continue even after they have been converted into ASR wells. It will be important that the ASR injection can be quickly started and stopped to account for this need.
7. **Assumptions**
 - a. **Cross- project coordination for interface points for yard piping, electrical power feeds, control system architecture as well as design criteria selection for interface points will be determined during the 30% design phase.**
 - b. **Space will be allocated for a future dechlorination system. No other chemical feed systems will be required for the ASR well. If additional systems are required for ultimately selected treatment processes, they will be installed as part of a future project.**

5 – FUTURE WORK

The design of Beltz 8 and 12 facilities should take into consideration future growth of the City’s ASR program and additional ASR wells being brought online. The City is currently evaluating other existing wells and City-owned sites at Beltz 9, Beltz 4, and Beltz 10 for future expansion of the ASR program.

6 – PROJECT SCHEDULE

Task No.	Task Name	Schedule
1	Kick-off and initial site visit	August 2023
2	Meetings and cross-project coordination	August 2023 – April 2024
3	30% Design	November 2023
4	60% Design	January 2024
5	100% Design	April 2024
6	Permitting support for permanent ASR facility	November 2023 – April 2024
7	Solicitation Support for Construction Contractor	April 2024 – June 2024
8	Project Management	August 2023 – June 2024

The above schedule assumes a single virtual deliverable review workshop and receiving City comments within 2 weeks of receipt of each deliverable.

7 – RESPONSIBILITIES OF CONSULTANT

The Consultant will provide the following professional services:

Task 1: Kick-off and initial site visit

- Attend a kick-off meeting with the project team in Santa Cruz and visit the Beltz 8 and 12 sites

Assumptions:

- Kickoff meeting will be held at least 3 weeks after NTP is received to allow preparation by the design team to plan, organize, and implement a meeting to progress project concepts during the meeting. A three-hour meeting is anticipated along with site visits.

Task 2: Meetings and cross-project coordination

- Attend virtual, weekly design progress meetings with project team. City Operations and consulting hydrogeologist to be invited as needed.
- Coordinate schedules and potential impacts from activities of related City projects

Assumptions:

- Meetings will be 1 hour duration once per week.

Task 3: 30% Design and Basis of Design Report (BODR)

- Develop draft BODR describing the technical approach for the project
- Draft BODR should document design assumptions, criteria, decisions, and planning level cost estimates

- Develop Technical Memorandum analyzing options for recharge flow control and cost (through injection tubes, using down-hole flow control valve, or other methods)
- Conduct workshop as part of kickoff meeting with City to identify range of flows for injection
- Provide drawings, specifications table of contents, supporting documents, and engineer's cost estimate

Assumptions:

- Adequate site survey and geotechnical information are available for both sites.
- Deliverables will be provided in electronic pdf format. Review comments will be provided by the City in a Bluebeam Studio session, hosted by Carollo. Training will be provided to City staff.
- Electrical loads and breaker sizes will be field verified with available equipment nameplate information. No power monitoring is included.
- BODR will include a Discharge Plan

Task 4: 60% Design and BODR

- Incorporate and track 30% Design comments
- Update draft BODR to the 60% design level
- Update drawings, specifications, supporting documents, and engineer's cost estimate to the 60% design level

Assumptions:

- 30% BODR will be corrected to align with 60% design concepts. No additional detail will be added to the document from what is included at 30%.

Task 5: 100% Design and Final BODR

- Incorporate and track 60% Design comments
- Update BODR to the 100% design level
- Update drawings, specifications, supporting documents, and engineer's cost estimate to the 100% design level

Assumptions:

- City front end specifications will be used.
- No equipment pre-selection or pre-procurement has been assumed.
- Deliverables will be stamped and signed print ready pdf files.
- No separate "permitting set" of documents has been assumed.
- Any changes to the 100% design documents will be made via addenda during the bid phase.
- A single set of contract documents will be developed that will include both well sites.

Task 6: Permitting support for permanent ASR facility

- CA Division of Drinking Water Permit Amendment
- Note: CEQA permitting is complete and the EIR is available on the City's website

Assumptions:

- 60 hours has been assumed to support this task. All permitting fees are paid directly by the City.
- Assume building department review and permit is not required.

Task 7: Solicitation Support for Construction Contractor

- Provide technical support during solicitation of construction contractor
- Attend pre-bid meeting and site walk
- Prepare responses to bidder's inquiries during bid period
- Prepare and distribute bid addenda
- Review construction bids received and prepare a recommendation to the City regarding bid completeness/responsiveness, bidder capabilities, and contract award
- Prepare conformed sets of specifications and drawings as directed by the City
- Assist the City in identifying equipment that could cause delays due to long lead times and material shortages. Include options in the Consultant's construction schedule for mitigating delays related to supply chain issues for the identified equipment.

Assumptions:

- Assume a maximum of 3 addenda are issued.

Task 8: Project Management

- Develop and manage project
- Assign and manage team resources
- Invoicing

**CITY OF SANTA CRUZ
BELTZ 8 & 12 AQUIFER STORAGE AND RECOVERY WELL DESIGN
FEE PROPOSAL**



5/31/2023

Carollo Engineers, Inc.																				PROJECT TOTAL
Project Director	Quality Assurance	Project Manager	Project Engineer	Mechanical	Civil	Civil Staff	Structural Lead	Structural	Electrical	Electrical	Instrumentation	Instr Staff	Senior CAD Tech.	CAD Tech.	Doc. Process.	Total Hours	Labor Cost	PECE ²	Expenses ²	
Anne Prudhel	Justin Peterson	Chris Cleveland	Michael Ducker	Staff	Ryan Hook	Staff	Mike Dadik	Staff	Staff	Staff	Staff	Staff								
1 Kickoff and Initial Site Visit																				\$ -
1.1 Kickoff and Initial Site Visit	4	8	8	8	-	4		4	-	8		8		-	-	-	52	\$ 16,260	\$ 728	\$ 1,000
TASK 1 TOTAL	4	8	8	8	-	4	-	4	-	8	-	8	-	-	-	-	52	\$ 16,260	\$ 728	\$ 1,000
2 Meetings and Cross-Project Coordination																				\$ -
2.1 Virtual Weekly Design Meetings	8	-	60	60	40	8		-	-	16		16		-	-	-	208	\$ 60,156	\$ 2,912	\$ -
2.2 Cross-Project Coordination	4	-	16	16	-	8		-	-	16		16		-	-	-	76	\$ 23,480	\$ 1,064	\$ -
TASK 2 TOTAL	12	-	76	76	40	16	-	-	-	32	-	32	-	-	-	-	284	\$ 83,636	\$ 3,976	\$ -
3 30% Design and BODR																				\$ -
3.1 Draft BODR	4	4	8	60	40	8		8		16		16			8		172	\$ 46,060	\$ 2,408	\$ -
3.2 Recharge Flow Control TM	-		4	24											8		36	\$ 9,400	\$ 504	\$ -
3.3 Injection Flows Workshop			8	8	8												24	\$ 6,560	\$ 336	\$ -
3.4 30% Drawings, Supporting Docs, Cost Estimate	4	24	8	64	71	28	34	11	25	25	74	9	27	134	212	41	790	\$ 165,816	\$ 11,060	\$ -
3.5 30% Design Review Workshop	4		8	8	8	2		2		2		8					42	\$ 12,090	\$ 588	\$ 1,000
TASK 3 TOTAL	12	28	36	164	127	38	34	21	25	43	74	33	27	134	212	57	1,064	\$ 239,926	\$ 14,896	\$ 1,000
4 60 % Design and BODR Update																				\$ -
4.1 Incorporate and Track 30% BODR Comments	-	2	-	8	4	2		2	-	2		2		-	-	-	22	\$ 6,152	\$ 308	\$ -
4.2 Update Draft BODR to 60%	-	4	-	4	4			2	-	2		2		-	-	4	22	\$ 5,610	\$ 308	\$ -
4.3 60% Drawings, Supporting Docs, Cost Estimate	4	40	8	54	63	28	32	11	23	25	72	9	25	94	188	31	706	\$ 151,082	\$ 9,884	\$ 1,000
TASK 4 TOTAL	4	46	8	66	71	30	32	15	23	29	72	13	25	94	188	35	750	\$ 162,844	\$ 10,500	\$ 1,000
5 100 % Design and BODR Update																				\$ -
5.1 Incorporate and Track 60% BODR Comments	-	2	-	8	4	2		2	-	2		2		-	-	-	22	\$ 6,152	\$ 308	\$ -
5.2 Update Draft BODR to 100%	-	4	-	4	4			2	-	2		2		-	-	4	22	\$ 5,610	\$ 308	\$ -
5.3 100% Drawings, Supporting Docs, Cost Estimate	-	60	-	36	45	16	20	7	13	13	38	5	7	52	102	26	439	\$ 96,986	\$ 6,146	\$ 1,000
TASK 5 TOTAL	-	66	-	48	53	18	20	11	13	17	38	9	7	52	102	30	483	\$ 108,748	\$ 6,762	\$ 1,000
6 Permitting Support																				\$ -
6.1 Permitting Support			4	4	52			-	-								60	\$ 12,448	\$ 840	\$ -
TASK 6 TOTAL	-	-	4	4	52	-	-	-	-	-	-	-	-	-	-	-	60	\$ 12,448	\$ 840	\$ -
7 Solicitation Support for Construction Contractor																				\$ -
7.1 Attend Pre-Bid Conference & Site Walk				12	-			-	-								12	\$ 3,468	\$ 168	\$ 1,000
7.2 Prepare Addenda	2	3	6	12	24	3		3	-	6		6		24		8	97	\$ 23,501	\$ 1,358	\$ -
7.3 Review Bids	2		2	4	8			-	-								16	\$ 4,044	\$ 224	\$ -
7.4 Long Lead Time Items Schedule Review			2	4	4	4		-	-	4		4					22	\$ 6,192	\$ 308	\$ -
7.5 Conformed Documents		2		4	8	2		2	-	2		2		24	24	8	78	\$ 15,792	\$ 1,092	\$ -
TASK 7 TOTAL	4	5	10	36	44	9	-	5	-	12	-	12	-	48	24	16	225	\$ 52,997	\$ 3,150	\$ 1,000
8 Project Management																				\$ -
8.1 Develop and Manage Project	4		32	24				-	-								60	\$ 19,176	\$ 840	\$ -
8.2 Assign and Manage Team Resources	4		24	24				-	-								52	\$ 16,456	\$ 728	\$ -
8.3 Monthly Invoicing	4		12	12				-	-							24	52	\$ 12,220	\$ 728	\$ -
TASK 8 TOTAL	12	-	68	60	-	-	-	-	-	-	-	-	-	-	-	24	164	\$ 47,852	\$ 2,296	\$ -
Project Total	48	153	210	461	387	115	87	57	60	140	184	107	58	328	526	161	3,082	\$ 724,710	\$ 43,148	\$ 5,000

Notes:
 (1) Rates are based on Carollo Engineers, Inc., Fee Schedule as of Jan 1, 2023 for California.
 (2) Other direct expenses include mileage traveling to/from meetings at IRS Federal Rate, travel at cost and Project Equipment and Communication Expense (PECE) at the indicated rate per Direct Labor Hour.



Award Notice
 Request For Qualifications for
 Beltz Wells 8 and 12 Aquifer Storage and Recovery (ASR) Design Services

The City of Santa Cruz has concluded the evaluation of the responses to the Request For Qualifications (“RFQ”) for Beltz Wells 8 and 12 Aquifer Storage and Recovery (ASR) Design Services. The Statements of Qualifications were reviewed, evaluated and scored according to the criteria listed in the RFQ. The Santa Cruz City Council will award the contract on June 27, 2023 to Carollo Engineers, Inc. based on the following results:

Vendor		Criteria 1: Clarity and Completeness (10 pts)	Criteria 2: Project Understanding and Approach (30 pts)	Criteria 3: Demonstrated Project Experience (30 pts)	Criteria 4: Key Personnel Qualifications, Experience, and Availability (30)	FINAL SCORE (out of 100 pts)
Name	City, ST					
1.) Carollo Engineers	Walnut Creek, CA	9	25	28	25	87
2.) GEI Consultants	Rancho Cordova, CA	8	28	20	22	78



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Water

SUBJECT: Resolution Transferring Funds within the Water Enterprise Funds to Meet FY 2023 Financial Targets – Budget Adjustment (WT)

RECOMMENDATION: Resolution transferring \$8,000,000 to the Water Operations Fund (Fund 711) and \$600,000 to the Water 90-Day Fund (Fund 716) from the Water Rate Stabilization Fund (Fund 713).

BACKGROUND: In 2016, the Water Department and the City took several important steps to ensure the long-term financial viability of the utility while funding major reinvestments of the water system’s infrastructure. Included were Council actions in June of 2016 to adopt the Department’s Long Range Financial Plan (LRFP), and in adopting a resolution in December 2016 updating Council Policy 34.4, the Water Department Financial Reserve Policy.

Council Policy 34.4 provides direction on the management of several financial reserves with a goal to “establish and maintain reserve funds for the Water Enterprise Fund as one part of a comprehensive program of prudent financial discipline designed to ensure a stable operating environment...”. In September 2021, the Council took further action to adopt an updated LRFP for the Water Department, making no changes to the 2016 Council Policy on the management of the Department’s reserves.

Both the LRFP and the City Council Policy set a course for financial management of the utility and specifically established the purpose, goal, target funding level, use, and replenishment of the following Water Enterprise Funds:

- Rate Stabilization Fund (Fund 713)
- 90-Day Cash Reserve (Fund 716) (along with the Water Operations Fund (Fund 711), the combined balance equals 180-days cash reserve)

These funds provide a rate stabilization reserve and enable the Department to meet the financial goals of 180-days operating cash, which positions the Department to take advantage of more competitive borrowing rates and will reduce the cost to ratepayers.

DISCUSSION: New financial targets for the Water Enterprise are established each fiscal year based on the adopted budget. For FY 2023, the targets for each fund were:

- 711 - Water Operations: \$8,804,111

- 713 - Rate Stabilization: \$10,000,000
- 716 – 90-Day Reserve: \$8,804,111

Due to various factors including the COVID-19 pandemic and continued conservation by water customers, water rate revenues were approximately \$3.6 million less than projected in the FY 2022 adopted budget. Along with lower-than-anticipated revenues, the Department continues to experience long lead times to receive reimbursements from the State Revolving Fund for previously incurred capital expenditures, with some \$9 million in claims currently unpaid. These factors have contributed to lower-than-anticipated fund balances in Funds 711 and 716, meaning that we cannot meet our year end fund balance targets in these two funds without transferring resources from Fund 713.

As stated in the Water Department Financial Reserve Policy 34.4, the Rate Stabilization Fund is available to “provide a buffer for the financial impacts to the Department’s Operating and Maintenance Budget that may result from uncontrollable factors such as cooler than normal temperatures, wet weather events, an economic downturn, or greater than projected customer conservation behaviors or activities.”

The Water Department recommends transferring \$8 million to the Water Operations Fund (Fund 711) and \$600,000 to the Water 90-Day Operating Fund (Fund 716) from the Water Rate Stabilization Fund (Fund 713) based upon unaudited FY 2023 amounts. This action will reduce the balance in the Rate Stabilization Fund below the \$10 million target and funds will be replenished from receipts of capital cost reimbursements from State Revolving Loan and Water Infrastructure Finance and Innovation Act (WIFIA) loan funds.

FISCAL IMPACT: There is no General Fund impact from these actions. The recommended transfers are between the Water Department’s Enterprise Funds and are necessary to meet the Department’s financial targets.

Prepared By:
David Baum
Water Chief Financial Officer

Submitted By:
Rosemary Menard
Water Director

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. BUDGET ADJUSTMENT.PDF

City of Santa Cruz BUDGET ADJUSTMENT REQUEST

Clear Form

Administrative Approval
 Council Approval

Fiscal Year: 2023

Date: 06/08/2023

Reso #:

Purpose: A transfer of funds from Fund 713 (Water Rate Stabilization) to Funds 711 (Water Operating) and 716 (Water 90 Day Operating Fund) is needed to achieve the financial targets set forth in SCWD's Long Range Financial Plan.

ACCOUNT	PROJECT	PROJECT NAME (if applicable) OR REVENUE ACCOUNT TITLE	AMOUNT
711-00-00-49190		Other Transfers in	8,000,000
716-00-00-000-49190		Other Transfer in	600,000
TOTAL REVENUE			8,600,000

ACCOUNT	PROJECT	PROJECT NAME (if applicable) OR EXPENDITURE ACCOUNT TITLE	AMOUNT
713-00-00-0000-59112		To Water Fund	8,000,000
713-00-00-000-59162		To Water Operating Reserve Fund	600,000
TOTAL EXPENDITURE			8,600,000

NET: \$ 0

REQUESTED BY	DEPARTMENT HEAD APPROVAL	BUDGET/ACCOUNTING REVIEWED	FINANCE DIRECTOR APPROVAL	CITY MANAGER APPROVAL
<p>David Baum</p> <small>Digitally signed by David Baum DN: cn=David Baum, o=City of Santa Cruz, ou=Water Department, email=indaum@cityofsantacruz.com, c=US Date: 2023.06.08 11:48:34 -0700</small>	<p>Rosemary Menard</p> <small>Digitally signed by Rosemary Menard DN: cn=Rosemary Menard, o=City of Santa Cruz, ou=Water Department, email=menard@cityofsantacruz.com, c=US Date: 2023.06.08 11:51:11 -0700</small>	<p>Tracy Cole</p> <p style="font-size: 24pt; font-weight: bold;">27.3</p> <small>Digitally signed by Tracy Cole DN: cn=Tracy Cole, o=City of Santa Cruz, ou=Finance, email=tracy@cityofsantacruz.com, c=US Date: 2023.06.09 09:21:37 -0700</small>	<p>Elizabeth Cabell</p> <small>Digitally signed by Elizabeth Cabell DN: cn=Elizabeth Cabell, o=City of Santa Cruz, ou=Finance Department, email=ecabell@cityofsantacruz.com, c=US Date: 2023.06.14 10:11:47 -0700</small>	

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF SANTA CRUZ AMENDING SELECT PORTIONS OF CHAPTER 10.40 OF THE SANTA CRUZ MUNICIPAL CODE, ALONG WITH SANTA CRUZ MUNICIPAL CODE SECTION 10.41.060, PERTAINING TO THE PARKING OF OVERSIZED VEHICLES

WHEREAS, in 2021, the Council adopted Ordinance No. 2021-20, which addressed the parking of Oversized Vehicles on public rights-of way;

WHEREAS, after Ordinance 2021-20 was adopted, the City engaged in a process with the California Coastal Commission, with the goal of obtaining a Coastal Development Permit (“CDP”), to authorize the City to implement Ordinance No. 2021-20 in the Coastal Zone;

WHEREAS, the City’s initial approval of the CDP was appealed to the Planning Commission. The Planning Commission’s approval was appealed to the City Council, and the City Council’s approval was eventually appealed to the Coastal Commission. On May 11, 2023, the Coastal Commission approved the City’s CDP (Application No. A-3-STC-22-0018), authorizing the City to enforce Ordinance No. 2021-20 in the Coastal Zone, subject to various conditions;

WHEREAS, during the City’s CDP process with the Coastal Commission, it became apparent that small revisions to Santa Cruz Municipal Code section 10.40.120 are appropriate in order to effectuate the intent of the Council and comply with all Coastal Commission direction;

WHEREAS, specifically, Coastal Commission staff expressed disapproval of Santa Cruz Municipal Code section 10.40.120(f) which prohibited parking oversized vehicles within 100 feet of intersections. This section is, therefore, not included in the City’s CDP. In order to avoid confusion and potentially inappropriate enforcement of the referenced 100-foot rule, the language contained in Section 10.40.120(f) should be stricken from the City’s Municipal Code;

WHEREAS, Santa Cruz Municipal Code section 10.40.120(g)(6) exempted enforcement of the 12AM-5AM oversized vehicle prohibition (contained in Section 10.40.120(a)) during “a nonpandemic-related state of emergency”[.] Given that, primarily for Federal Emergency Management Agency (FEMA) funding reasons, a state of emergency can last for months or years after the actual emergency circumstances have ended, the Council wishes to modify Section 10.40.120(g)(6) to clarify its intent as to when enforcement should cease during a declared state of emergency;

WHEREAS, Santa Cruz Municipal Code section 10.41.060 currently prohibits the City from issuing any daytime residential parking permits to Oversized Vehicles. This was not the intent of Council at the time Ordinance No. 2021-20 passed, given that Council also authorized a variety of nighttime parking permit programs, including for residents, guests of residents, and contractors. The Council desires to amend this section to effectuate its true intent.

BE IT ORDAINED by the City Council of the City of Santa Cruz as follows:

SECTION 1. Section 10.40.120(f) of the Santa Cruz Municipal Code is amended as follows:

“(f) [Intentionally omitted.]”

SECTION 2. Section 10.40.120(g)(6) of the Santa Cruz Municipal Code is amended as follows:

“(6) Parking of any oversized vehicle during the first ten (10) days of a state of emergency declared to exist within the city of Santa Cruz by the city council, city manager or governor. Thereafter, enforcement of section 10.40.120(a) shall re-commence, except if the council adopts a resolution or the city manager issues a directive continuing non-enforcement of section 10.40.120(a) for all or part of the state of emergency due to the emergency’s significant impact on the need for oversized vehicles to park from 12:00 a.m. – 5:00 a.m. on city streets.”

SECTION 3. Section 10.41.060 of the Santa Cruz Municipal Code is amended as follows:

“The local authority shall be authorized to issue parking permits for the city’s permit parking programs, pursuant to the requirements of this chapter. An oversized vehicle (OV), as defined by Section 10.04.106, is eligible for a permit pursuant to the requirements of this chapter. However, any such permit issued to an OV shall not entitle the OV to, without an OV overnight permit issued pursuant to SCMC 10.40.120, park between the hours of 12 a.m. – 5 a.m. in violation of SCMC section 10.40.120(a).”

SECTION 4. Environmental Review. The City Council finds and determines that the adoption of this ordinance is not considered a “project” under the CEQA guidelines (Cal. Code Regs. title 14 § 15378(a)). Further, even if the adoption of this ordinance were deemed a CEQA “project”, it would be categorically exempt from CEQA under Cal. Code Regs. title 14:

- 1) Section 15301 (“the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use”);
- 2) Section 15305 (“minor alterations in land use limitations . . . which do not result in any changes in land use or density”);
- 3) Section 15307 (“actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource”);
- 4) Section 15308 (“actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment”); and

- 5) Section 15321 (“Actions by regulatory agencies to enforce or revoke a lease, permit, license, certificate, or other entitlement for use issued, adopted, or prescribed by the regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency”).

Further, none of the categorical exemptions listed above are barred by any of the exceptions listed in Cal. Code Regs. title 14 § 15300.2.

SECTION 5. Severability. If any section or portion of this ordinance is found to be invalid by a court of competent jurisdiction, such finding shall not affect the validity of the remainder of the ordinance, which shall continue in full force and effect.

SECTION 6. This ordinance shall take effect and be in force thirty (30) days after final adoption.

PASSED FOR PUBLICATION this 13th day of June, 2023, by the following vote:

AYES: Councilmembers Newsome, Watkins, Brunner; Vice Mayor Golder; Mayor Keeley.

NOES: Councilmember Brown.

ABSENT: Councilmember Kalantari-Johnson.

DISQUALIFIED: None.

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator

ORDINANCE NO. 2023-08

PASSED FOR FINAL ADOPTION this 27th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator

This is to certify that the above and foregoing document is the original of Ordinance No. 2023-08 and that it has been published or posted in accordance with the Charter of the City of Santa Cruz.

Bonnie Bush, City Clerk Administrator

**Proof of Publication
(2015 C.C.P.)**

I, the undersigned, declare:

That I caused the attached legal notice/advertisement to be published in the Santa Cruz *Good Times*, a weekly newspaper published and circulated in the County of Santa Cruz, and adjudged a newspaper of general circulation by the Superior Court of California in and for the County of Santa Cruz, under Proceeding No. 68833; and that the legal notice/advertisement was published in the above-named newspaper on the following date(s), to wit:

June 21, 2023

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

This 21st day of June, 2023, Santa Cruz, California

Julia Wood

Julia Wood
Deputy City Clerk Administrator

**NOTICE OF PUBLICATION
OF ORDINANCE BY POSTING**



(ORDINANCE NO. 2023-08)
The City Council of the City of Santa Cruz having authorized the City Clerk Administrator, that the ordinance hereafter entitled and described, be published by posting copies thereof in three (3) prominent places in the City, to wit:

- The City of Santa Cruz website
www.cityofsantacruz.com
- City Hall - 809 Center Street:
Bulletin Board, Room 9/10
- Bulletin Board outside Council Chambers

NOTICES HEREBY GIVEN that copies of said ordinance were posted according to said order. (Original on file with city clerk). Said ordinance was introduced on June 13th, 2023, and is entitled and described as follows:

**ORDINANCE NO. 2023-08
AN ORDINANCE OF THE CITY OF SANTA CRUZ AMENDING SELECT PORTIONS OF CHAPTER 10.40 OF THE SANTA CRUZ MUNICIPAL CODE, ALONG WITH SANTA CRUZ MUNICIPAL CODE SECTION 10.41.060, PERTAINING TO THE PARKING OF OVERSIZED VEHICLES**

This ordinance amends Chapter 10.40 of the Municipal Code pertaining to the parking of oversized vehicles. **PASSED FOR PUBLICATION** on this 13th day of June, 2023, by the following vote: **AYES:** Councilmembers Newsome, Watkins, Brunner; Vice Mayor Golder; Mayor Keeley. **NOES:** Councilmember Brown. **ABSENT:** Councilmember Kalantari-Johnson. **DISQUALIFIED:** None. **APPROVED:** ss/Mayor Keeley. **ATTEST:** ss/Bonnie Bush, City Clerk Administrator. This Ordinance is scheduled for further consideration and final adoption at the Council meeting of June 27th, 2023.

DECLARATION OF POSTING

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CRUZ)

On the 13th day of June, 2023, I posted conspicuously in three public places within the City of Santa Cruz, Ordinance No. 2023-08, to wit:

1. City Hall: 809 Center Street: Bulletin Board outside Room 9/10
2. City Hall: Bulletin Board outside Council Chambers
3. The City of Santa Cruz website

The document, posted in its entirety, consists of pages 1—4.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 19th day of June, 2023, in Santa Cruz, California.



Julia Wood
Deputy City Clerk Administrator



City Council AGENDA REPORT

DATE: 06/07/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Economic Development and Housing

SUBJECT: Cooperative Retail Management Business Real Property Improvement District Assessments for FY 2024 (ED)

RECOMMENDATION: Absent receipt of a majority vote from property owners against the proposed assessment at the close of the public hearing:

Motion to:

- 1) Adopt a resolution confirming the Cooperative Retail Management Business Real Property Improvement District FY 2024 Annual Plan and levying Cooperative Retail Management Business Real Property Improvement District Assessments for FY 2024; and
 - 2) Adopt Ordinance No. 2023-09 confirming that Chapter 5.06 of the Santa Cruz Municipal Code shall apply to the Cooperative Retail Management Business Real Property Improvement District within the District's modified boundaries and to the increased assessments approved and levied by the City Council for the District's FY 2024.
-

BACKGROUND: On February 8, 1994 the City Council adopted Ordinance No. 94-06 adding Chapter 5.06 to the Santa Cruz Municipal Code establishing the Cooperative Retail Management (CRM) Business Real Property Improvement District (District) and levying assessments on the properties along Pacific Avenue pursuant to the Parking and Business Improvement Area Law of 1989 for the purpose of establishing a Downtown Hospitality Program. In 1996, the area was expanded to include side streets between Cedar and Front Streets and some downtown alleyways including Plaza, Locust, Commerce, Elm Lane, Birch Lanes, Pearl Alley, Lincoln-Cathcart and Pacific-Front alleyways.

The CRM District is managed by the Downtown Management Corporation (DMC) Board of Directors which includes three property owner representatives, three business owner representatives, two City Councilmembers, and the Economic Development and Housing Director as the Chief Financial Officer.

In accordance with State law, the DMC is required to submit an Annual Report/Plan for each year in which assessments are to be levied in the District. The attached FY 2023 Annual Report and FY 2024 Plan prepared by the DMC is provided for Council consideration.

DISCUSSION: On June 13, 2023 the City Council approved the DMC FY 2023 Annual Report/Plan and adopted a resolution stating its intention to levy business improvement assessments for FY 2024.

The FY 2023 Annual Report and FY 2024 Plan proposes the following changes to the CRM District assessment: an increase in the assessment rates and formula and an expansion of the district boundaries.

Each parcel’s assessment is calculated as follows:

Linear Feet Frontage x Linear Feet Frontage Rate = Linear Footage Assessment
Lot Area Square Footage x Lot Area Square Footage Rate = Lot Assessment
Building Square Footage x Building Square Footage Rate = Building Assessment
Linear Footage Assessment + Lot Assessment + Building Assessment = Annual Assessment

The current District includes properties used for commercial or business purposes with frontage on Pacific Avenue between Water Street and Laurel Street and those with frontage on the side streets and alleyways between Cedar and Front Street. The assessments are based upon the linear foot frontage and lot size and building size of the real property used for commercial or business purposes within the CRM District. For property fronting Pacific Avenue, the rates are \$6.35 per linear foot, \$.07 per lot square foot and \$.05 per building square foot. The rate per linear foot is \$4.75, \$.07 per lot square foot and \$.05 per building square feet for property with frontage on side streets and alleys as follows: between Cedar and Front Streets and located on Soquel Avenue; Locust, Cooper, Church, Walnut, Lincoln, Cathcart, Elm and Maple Streets; Plaza, Locust, Commerce, Elm and Birch Lanes; Pearl Alley; Lincoln-Cathcart and Pacific-Front alley ways. Rental residential property is assessed at a discounted rate of \$.025 per building square foot. If a property borders Pacific Avenue, a side street and an alley in the CRM District, the alley side will not be assessed (in other words, no more than two sides will be used in the assessment methodology).

Proposed Changes to Assessment Methodology and District Boundaries:

The Board recommends increasing the assessment rates and expanding the District boundaries. The current CRM District includes all real property used for commercial or business purposes on parcels with street frontage on Pacific Avenue between Laurel and Water Streets and located on Soquel Avenue; Locust, Cooper, Church, Walnut, Lincoln, Cathcart, Elm and Maple Streets; Plaza, Locust, Commerce, Elm and Birch Lanes; Pearl Alley; and Lincoln-Cathcart and Pacific-Front alley ways. The DMC recommends that all real property used for commercial or business purposes on parcels with street frontage on Cedar Street, Front Street, the south side of Mission Street and Water Street, and the north side of Laurel Street be annexed into the District.

The proposed increased rates and expanded district would be \$7.0393 per linear foot, \$.0811 per lot square foot and \$.0718 per building square foot for property fronting Pacific Avenue and \$5.2795 per linear foot, \$.0608 per lot square foot and \$.0538 per building square feet for property with frontage on side streets and alleys.

As Downtown Santa Cruz has grown over the past decade and future downtown development projects planned, the need to expand the existing District boundary and review the assessment methodology is paramount to the success of a safe, clean, and vital downtown. The proposal is to expand the district boundary to include parcels on Front Street as well as Cedar Street. In

addition, the methodology is to assess all parcels equally (churches and owner-occupied residential properties are still exempt) given the fact that the services are delivered to all sidewalk frontages regardless of land use.

The Resolution of Intention describing the City's intention to levy and collect assessments in the District for FY 2024 was published in the Sentinel and mailed to affected property owners as required by State law.

Business property owners in the District including business property owners within the proposed modified and expanded District boundaries may cast a ballot in favor or opposed to: 1) levy increased assessments for the CRM District FY 2024; 2) levy current assessments for the FY 2024 if there is a majority protest to the increased assessments; 3) modify the boundaries of the District to include businesses in addition to those businesses currently in the District. At the June 27, 2023 City Council meeting the ballots shall be weighted according to the proportional financial obligation of the affected property and will be tabulated as follows:

i. Proposed increased assessment. If ballots opposing the increased assessment are received from the owners of businesses in the District who will pay fifty percent (50%) or more of the increased assessments to be levied (and are not withdrawn so as to reduce ballots opposed to less than fifty percent (50%)), no further proceedings to levy the increased assessment as set forth in the Resolution of Intention, shall be taken for a period of one (1) year from the date of the finding of a majority protest by the City Council.

ii. Alternative current assessment. If ballots opposed to the alternative current assessment are received from the owners of businesses in the District who will pay fifty percent (50%) or more of the current assessments to be levied (and are not withdrawn so as to reduce the ballots opposed to less than fifty percent (50%)), no further proceedings to operate the District, as set forth in the Resolution of Intention, shall be taken for a period of one (1) year from the date of the finding of a majority protest by the City Council.

If both the proposed increased assessment and the alternative proposed current assessment receive the requisite minimum fifty percent (50%) approval, the proposed increased assessment shall be levied whether or not its approval is by a greater percentage than the proposed current assessment's approval.

iii. Modification of District boundaries. If ballots opposed to the modification of District boundaries are received from businesses proposed to be added to the District from the owners of said businesses who will pay fifty percent (50%) or more of the assessments to be levied upon the added businesses (and are not withdrawn so as to reduce the protests to less than fifty percent (50%)), no further proceedings to modify the District boundaries, as set forth in the Resolution of Intention, shall be taken for a period of one year from the date of the finding of a majority protest by the City Council.

The City Council shall consider all qualified written ballots in favor and opposed that are filed with the City Clerk prior to the City Council meeting on June 27, 2023 at which the public hearing is conducted and prior to the closure of the public hearing itself. Each ballot shall contain a description of the business real property in which the person subscribing the protest has an ownership interest sufficient to identify the business real property and, if the subscribing person is not shown on the official records of the City as the owner of the business real property, written

evidence that the subscribing person is the owner of the business real property must be provided. Written protests may be submitted to the Santa Cruz City Clerk by way of U.S. mail or electronically prior to the closure of the public hearing itself. The City Clerk's mailing address is 809 Center Street, Santa Cruz, California 95060. The City Clerk's electronic mail address is CityClerk@cityofsantacruz.com.

Any protest objecting to the regularity or sufficiency of the proceedings to levy increased or current assessments or to modify the District's boundaries shall clearly set forth the irregularity or defect to which the objection is made. All protests shall conform to the requirements set forth therefor in California Streets and Highways Code Sections 36524 and 36525.

At the conclusion of the public hearing, absent the receipt of written ballots from property owners casting a majority vote against the proposed assessment, City Council is requested to adopt the second reading of the ordinance confirming that Chapter 5.06 of the Santa Cruz Municipal Code shall apply to the Cooperative Retail Management Business Real Property Improvement District within the District's modified boundaries and to the increased assessments approved and levied by the City Council for the District's FY 2024 and adopt a resolution confirming the DMC's plan, as approved by the Council on June 13, 2023, and as amended by Council during the public hearing, if applicable.

FISCAL IMPACT: The City owns property within the boundaries of the District. The assessment for City properties under the current assessment is \$44,522.99. The assessment for City properties under the increased rates and expanded district is \$80,381.85. The City also contributes \$16,500 from kiosk rentals and sidewalk license areas and \$13,500 from Economic Development and Housing Department towards the downtown cleaning contract which are reflected separately in the proposed FY 2024 budget.

Prepared By:
Rebecca Unitt
Economic Development
Manager

Submitted By:
Bonnie Lipscomb
Director of Economic
Development and Housing

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. RESOLUTION.DOCX
2. ORDINANCE NO. 2023-09 - COOPERATIVE RETAIL MANAGEMENT BUSINESS REAL PROPERTY IMPROVEMENT DISTRICT ASSESSMENTS FOR FY 2024 (ED).DOCX

RESOLUTION NO. NS-30,XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ CONFIRMING AND APPROVING THE FY 2024 COOPERATIVE RETAIL MANAGEMENT BUSINESS REAL PROPERTY IMPROVEMENT DISTRICT ASSESSMENTS AND MODIFIED BOUNDARIES AND THE ANNUAL REPORT/PLAN FOR THE DISTRICT

WHEREAS, the Downtown Management Corporation has prepared a report to the City of Santa Cruz for FY 2024 pertaining to the business improvement area assessments for the Cooperative Retail Management Business Real Property Improvement District (the “District”) under California Streets and Highways Code Sections 36533 and 36541 and Santa Cruz Municipal Code Chapter 5.06; and

WHEREAS, that report was filed with the City Clerk on June 13, 2023; and

WHEREAS, on June 13, 2023 the City Council adopted Resolution No. NS-30,163 stating its intention to levy increased business improvement assessments for FY 2024 and to approve modified boundaries for the District;

WHEREAS, pursuant to the City Council’s June 13, 2023 Resolution of Intention, the City Council, on June 27, 2023, in accordance with California Streets and Highways Code Section 36535, held a public hearing as provided for in Streets and Highways Code Sections 36524 and 36525 at which time it considered the Annual Report, the levy of increased business improvement assessments for FY 2024 and proposed modification of the District’s boundaries.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Cruz as follows:

1. The FY 2024 Cooperative Retail Management Business Real Property Improvement District Area Annual Plan filed by the Downtown Management Corporation of Santa Cruz, a California nonprofit corporation, with the City Clerk on June 13, 2023 is hereby approved and confirmed.

2. The adoption of this resolution shall constitute the FY 2024 levy of the increased assessment and approval of the District’s modified boundaries as provided for in Chapter 5.06 of the Santa Cruz Municipal Code pertaining to the downtown business improvement area zone and rate of the Cooperative Retail Management business real property improvement assessments.

PASSED AND ADOPTED this 27th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

RESOLUTION NO. NS-XX,XXX

DISQUALIFIED:

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY OF SANTA CRUZ CONFIRMING THAT CHAPTER 5.06 OF THE SANTA CRUZ MUNICIPAL CODE SHALL APPLY TO THE COOPERATIVE RETAIL MANAGEMENT BUSINESS REAL PROPERTY IMPROVEMENT DISTRICT WITHIN THE DISTRICT'S MODIFIED BOUNDARIES AND TO THE INCREASED ASSESSMENTS APPROVED AND LEVIED BY THE CITY COUNCIL FOR THE DISTRICT'S FY 2024

BE IT ORDAINED by the City Council of the City of Santa Cruz as follows:

Section 1. Section 5.06.120 is hereby added to the Santa Cruz Municipal Code to read as follows: "5.06.120 Continued Application. The provisions of this Chapter shall continue to apply to the Cooperative Retail Management Business Real Property Improvement District with the modified boundaries and increased assessments approved and levied by the City Council for the District's FY 2024."

PASSED FOR PUBLICATION this 13th day of June, 2023 by the following vote:

AYES: Councilmembers Newsome, Brown, Watkins; Vice Mayor Golder; Mayor Keeley.

NOES: None.

ABSENT: Councilmember Kalantari-Johnson.

DISQUALIFIED: Councilmember Brunner.

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator

ORDINANCE NO. 2023-09

PASSED FOR FINAL ADOPTION this 27th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
Fred Keeley, Mayor

ATTEST: _____
Bonnie Bush, City Clerk Administrator

This is to certify that the above and foregoing document is the original of Ordinance No. 2023-09 and that it has been published or posted in accordance with the Charter of the City of Santa Cruz.

Bonnie Bush, City Clerk Administrator

**Proof of Publication
(2015 C.C.P.)**

I, the undersigned, declare:

That I caused the attached legal notice/advertisement to be published in the Santa Cruz *Good Times*, a weekly newspaper published and circulated in the County of Santa Cruz, and adjudged a newspaper of general circulation by the Superior Court of California in and for the County of Santa Cruz, under Proceeding No. 68833; and that the legal notice/advertisement was published in the above-named newspaper on the following date(s), to wit:

June 21, 2023

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

This 21st day of June, 2023, Santa Cruz, California

Julia Wood

Julia Wood
Deputy City Clerk Administrator

**NOTICE OF PUBLICATION
OF ORDINANCE BY POSTING**



(ORDINANCE NO. 2023-09)
The City Council of the City of Santa Cruz having authorized the City Clerk Administrator, that the ordinance hereafter entitled and described, be published by posting copies thereof in three (3) prominent places in the City, to wit:

- The City of Santa Cruz website
www.cityofsantacruz.com
- City Hall - 809 Center Street:
Bulletin Board, Room 9/10
- Bulletin Board outside Council Chambers

NOTICES HEREBY GIVEN that copies of said ordinance were posted according to said order. (Original on file with city clerk). Said ordinance was introduced on June 13th, 2023, and is entitled and described as follows:

**ORDINANCE NO. 2023-09
AN ORDINANCE OF THE CITY OF
SANTA CRUZ CONFIRMING THAT
CHAPTER 5.06 OF THE SANTA CRUZ
MUNICIPAL CODE SHALL APPLY TO THE
COOPERATIVE RETAIL MANAGEMENT
BUSINESS REAL PROPERTY
IMPROVEMENT DISTRICT WITHIN THE
DISTRICT'S MODIFIED BOUNDARIES
AND TO THE INCREASED ASSESSMENTS
APPROVED AND LEVIED BY THE CITY
COUNCIL FOR THE DISTRICT'S FY 2024**

This ordinance confirms Chapter 5.06 of the Municipal Code related to the Cooperative Retail Management and increased assessments levied by the City for FY 2024. PASSED FOR PUBLICATION on this 13th day of June, 2023, by the following vote: AYES: Councilmembers Newsome, Brown, Watkins; Vice Mayor Golder; Mayor Keeley. NOES: None. ABSENT: Councilmember Kalantari-Johnson. DISQUALIFIED: Councilmember Brunner. APPROVED: ss/Mayor Keeley. ATTEST: ss/Bonnie Bush, City Clerk Administrator. This Ordinance is scheduled for further consideration and final adoption at the Council meeting of June 27th, 2023.

DECLARATION OF POSTING

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CRUZ)

On the 13th day of June, 2023, I posted conspicuously in three public places within the City of Santa Cruz, Ordinance No. 2023-09, to wit:

1. City Hall: 809 Center Street: Bulletin Board outside Room 9/10
2. City Hall: Bulletin Board outside Council Chambers
3. The City of Santa Cruz website

The document, posted in its entirety, consists of pages 1—2.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 19th day of June, 2023, in Santa Cruz, California.

Julia Wood
Deputy City Clerk Administrator



City Council AGENDA REPORT

DATE: 06/08/2023

AGENDA OF: 06/27/2023

DEPARTMENT: Public Works

SUBJECT: Appeal of Proposed Single Space Markings on David Way (PW)

RECOMMENDATION: Resolution to deny the appeal of the Transportation & Public Works Commission's decision and not install single space markings on David Way.

BACKGROUND: In 2016, a Coastal and Design Permit (CP16-0045) was approved by the Zoning Administrator allowing for the installation of single space markings (parking tees) City-wide within the Coastal Zone, in a specific effort to address complaints about long-term parking of oversize vehicles on and along West Cliff Drive.

More recently, City of Santa Cruz (City) Public Works Department staff received a request from a David Way resident on May 3, 2022, for the installation of new parking tees on David Way. The resident's request was related to the long-term parking of oversize vehicles on the street.

In response to the request, parking enforcement staff increased the enforcement of existing 72-hour parking regulations. Staff also conducted a field review of the street dimensions and parking conditions on David Way and created a parking layout to install City Standard parking tees on the street.

When changes to on-street parking are requested by residents, the City provides notice of the proposed changes to neighbors. A public notice of the proposed parking change was posted at the location on August 29, 2022 for a minimum of 14 days, and staff sent notification by mail to owners and tenants of properties within 300 feet of the affected location in accordance with requirements of the City of Santa Cruz Municipal Code Section 10.16. Within the noticing period, staff received an appeal to the proposed changes.

The proposed parking changes and appeal were presented at the January 23, 2023 Transportation and Public Works Commission (TPWC) meeting. The parking change appeal was upheld 4-3, meaning that the installation of single space markings on David Way was not supported. That decision was appealed to City Council by the initial requestor and is the subject of this report.

In May of 2023, the California Coastal Commission approved a pilot of the City of Santa Cruz's proposed Oversize Vehicle Ordinance (OVO), which is currently in the implementation process.

DISCUSSION: David Way is a short street between Oxford Way and West Cliff Drive within the Coastal Zone, which currently has un-marked, unrestricted parking. After review of the

conditions, staff proposed the installation of fourteen marked single spaces with appropriate signage, in accordance with the City’s understanding of the CP16-0045 Coastal Development Permit. The plan also includes buffer zones at driveway approaches and intersections to improve visibility.

In response to this appeal, the Coastal Commission contacted the city regarding CP16-0045 and stated they disagreed with the City’s assessment that the permit was active citywide.

In view of the Coastal Commission’s recent approval of the OVO and potential disagreement about CP16-0045, staff recommends denying the appeal of the TPWC’s decision on the basis that the initial request was driven by the long-term parking of oversize vehicles and the OVO provides a more comprehensive, City-wide path to resolving the initial requestor’s concerns.

FISCAL IMPACT: None.

Prepared By:
Matt Starkey, P.E.
Transportation Manager

Submitted By:
Nathan Nguyen, P.E.
Director of Public Works

Approved By:
Matt Huffaker
City Manager

ATTACHMENTS:

1. PROPOSED RESOLUTION DENYING APPEAL.DOCX
2. DAVID WAY SINGLE SPACE MARKINGS PLAN.PDF
3. TRANSPORTATION AND PUBLIC WORKS COMMISSION STAFF REPORT FROM JANUARY 23, 2023.PDF
4. TRANSPORTATION AND PUBLIC WORKS COMMISSION MINUTES FROM JANUARY 23, 2023.PDF
5. COASTAL DEVELOPMENT PERMIT CP16-0045.PDF
6. TRANSPORTATION AND PUBLIC WORKS COMMISSION APPEAL LETTER DATED SEPTEMBER 10, 2023 .PDF
7. APPEAL OF THE TRANSPORTATION AND PUBLIC WORKS COMMISSION DECISION LETTER DATED JANUARY 30,2023.PDF
8. PUBLIC CORRESPONDENCE

RESOLUTION NO. NS-XX,XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ TO DENY THE APPEAL OF THE TRANSPORTATION AND PUBLIC WORKS COMMISION DECISION AND NOT INSTALL SINGLE SPACE MARKINGS ON DAVID WAY.

WHEREAS, on May 3, 2022, a David Way resident requested the installation of single space markings within the Coastal Zone; and

WHEREAS, the Public Works Department developed a plan to install single space markings on David Way; and

WHEREAS, the Public Works Department’s plan was appealed to the Transportation and Public Works Commission; and

WHEREAS, the Transportation and Public Works Commission upheld the appeal on January 23, 2023, meaning that the installation of single space markings on David Way was not supported; and

WHEREAS, the decision of the Transportation and Public Works Commission was appealed on January 30, 2023; and

WHEREAS, on May 11, 2023, the California Coastal Commission approved the City of Santa Cruz Oversize Vehicle Ordinance (OVO), which is currently in the implementation process; and

WHEREAS, the OVO provides a more comprehensive, City-wide path to resolving the initial requestor’s concerns; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Cruz that it hereby denies the appeal of the Transportation and Public Works Commission’s decision therefore not, at this time, permitting the installation of single space markings on David Way.

PASSED AND ADOPTED this 27th day of June, 2023 by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: _____
Fred Keeley, Mayor

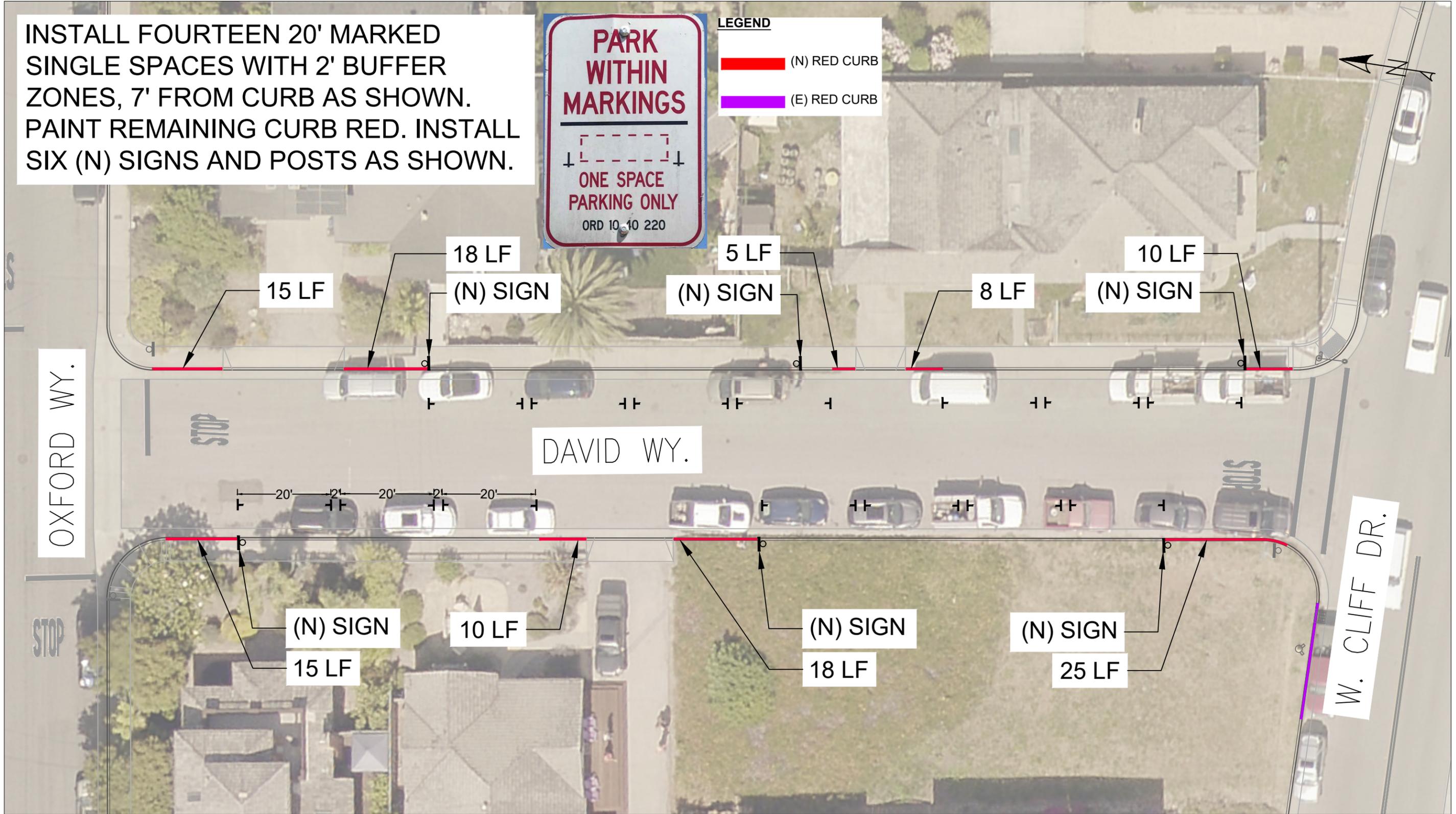
ATTEST: _____
Bonnie Bush, City Clerk Administrator

INSTALL FOURTEEN 20' MARKED SINGLE SPACES WITH 2' BUFFER ZONES, 7' FROM CURB AS SHOWN. PAINT REMAINING CURB RED. INSTALL SIX (N) SIGNS AND POSTS AS SHOWN.



LEGEND

- █ (N) RED CURB
- █ (E) RED CURB



REVISIONS



CITY OF
SANTA CRUZ
PUBLIC WORKS DEPARTMENT
809 Center Street, Room 201
Santa Cruz, CA 95060

30.4

**DAVID WAY
SINGLE SPACE MARKINGS**

REFERENCES
FIELD BOOK:

DRAWING #:
#

DATE 7/5/2022
DRAWN N GOODMAN
DESIGN N GOODMAN
CHECKED SUPV.

SCALE 1"=20'
SHEET 1 OF 1
VAULT NO.
#



CITY OF SANTA CRUZ
TRANSPORTATION AND PUBLIC WORKS
COMMISSION
AGENDA REPORT

DATE: Jan. 3, 2023

AGENDA OF: January 23, 2023
DEPARTMENT: Public Works
SUBJECT: Appeal of New Single Space Markings on David Way. – Public Hearing

RECOMMENDATION: That the Transportation and Public Works Commission consider the appeal of requested new Single Space Markings on David Way. At the close of the hearing, uphold or deny the appeal.

BACKGROUND: City of Santa Cruz Public Works Department staff received an initial request from a David Way resident on May 3, 2022, for the installation of new single space markings (parking tees) on David Way. The resident's request was related to the long-term parking of oversize vehicles on the street.

In response to the request, parking enforcement staff increased the enforcement of existing 72-hour parking regulations. Staff also conducted a field review of the street dimensions and parking conditions on David Way and created a parking layout to install City Standard parking tees on the street. (Attachment 1).

In 2016, a Coastal and Design Permit (CP-0045) was approved by the Zoning Administrator allowing for the installation of single space markings City-wide within the Coastal Zone, in a specific effort to address complaints about long-term parking of oversize vehicles on and along West Cliff Drive. A copy of this report and findings is included here as Attachment 2.

DISCUSSION: David Way is a short street between Oxford Way and West Cliff Drive within the Coastal Zone, which currently has un-marked, unrestricted parking. After review of the current conditions staff proposed the installation of fourteen marked single spaces with appropriate signage in accordance with CP-0045 including buffer zones at driveway approaches and intersections.

A public notice of the proposed parking change was posted at the location on August 29, 2022 for a minimum of 14 days, and staff sent notification to owners and tenants of properties within 300 feet of the affected location in accordance with requirements of the City of Santa Cruz Municipal Code Section 10.16 (Attachments 3 and 4). During this time, staff received an email from a resident of David Way. stating their desire to appeal the proposed changes on September 10, 2022 included here as Attachment 5. After receipt of this appeal, staff sent official notice of the appeal and public hearing via postcards to owners and tenants within 300 feet of the proposed change and placed notification at the affected location in accordance with the requirements of City of Santa Cruz Municipal Code Section 10.16.

FISCAL IMPACT: There is no fiscal impact with this action.

Prepared by: Nathan Goodman, Engineering Technician

Submitted by: Nathan Nguyen, Director of Public Works

Attachments:

Attachment 1~Parking Layout

Attachment 2~Coastal Development Permit Report CP-0045

Attachment 3~Public Notice

Attachment 4~Public Notice Postcards

Attachment 5~Appeal Letter

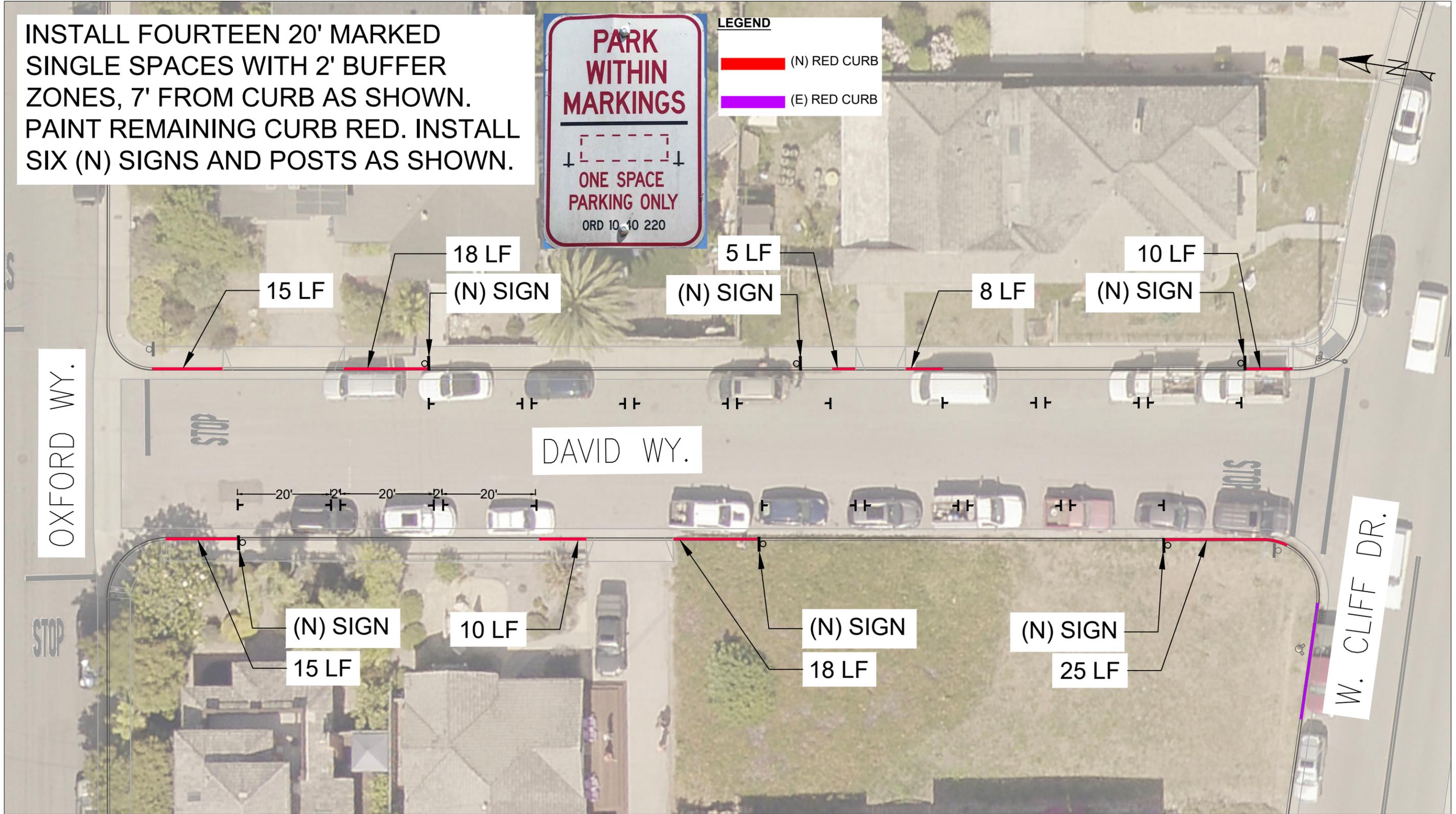
INSTALL FOURTEEN 20' MARKED SINGLE SPACES WITH 2' BUFFER ZONES, 7' FROM CURB AS SHOWN. PAINT REMAINING CURB RED. INSTALL SIX (N) SIGNS AND POSTS AS SHOWN.



LEGEND

█ (N) RED CURB

█ (E) RED CURB



OXFORD WY.

DAVID WY.

W. CLIFF DR.

REVISIONS



CITY OF
SANTA CRUZ
PUBLIC WORKS DEPARTMENT
809 Center Street, Room 201
Santa Cruz, CA 95060

30.7

DAVID WAY
SINGLE SPACE MARKINGS

REFERENCES
FIELD BOOK:

DRAWING #:
#

DATE	7/5/2022
DRAWN	N GOODMAN
DESIGN	N GOODMAN
CHECKED	SUPV.

SCALE	1"=20'
SHEET	1 OF 1
VAULT NO.	#



ZONING ADMINISTRATOR AGENDA REPORT

DATE: April 27, 2016

AGENDA OF: May 4, 2016

ITEM NO.: CP16-0045

City-Wide

RECOMMENDATION: That the Zoning Administrator acknowledge the environmental determination and approve the Coastal and Design Permits based on the Findings listed below.

PROJECT DATA

Property Owner: City of Santa Cruz
Representative: Scott Collins, Assistant City Manager

Application Type: Coastal and Design Permits to approve an ordinance of the City of Santa Cruz amending section 10.40.220 and adding section 10.40.235 to the Santa Cruz Municipal Code pertaining to regulation of parking vehicles and trailers within marked parking spaces along curbs in accordance with California State Vehicle Code Section 22508.

Zoning Designation: Not applicable; within the public right-of-way (ROW)
Project Consistency: Not applicable; within public ROW
General Plan: Not applicable; within public ROW
Project Consistency: Not applicable; within public ROW
Land Use:
 Existing: Public parking
 Proposed: Public Parking
Parking: Number of spaces does not change
Coastal Review: Coastal Permit required
Environmental Review: Categorical Exemption: 15282-(j); 15301Class 1-c,g
Mandatory Action Date: 60 days after acknowledgement of Environmental Exemption
Planner: Michael S. Ferry, AICP

PROJECT DESCRIPTION

Section 24.08.210 of the Zoning Ordinance requires approval of a Coastal Permit for development within the Coastal Zone that is not specifically exempted. This ordinance revision is defined in the Local Coastal Plan (LCP) as “development” because it could change the intensity of the use of the ocean or access thereto and parking restrictions are not specifically exempted in the LCP. Section 24.08.410-12 of the Zoning Ordinance requires approval of a Design Permit for public projects located in the Coastal Zone.

ANALYSIS

AGENDA REPORT

ZA Meeting of May 4, 2016

SUBJECT: Parking within marked spaces – Application No. CP16-0045

Page 2

On October 13, 2015 the Santa Cruz City Council approved Resolution No 2015-13 of the City of Santa Cruz amending section 10.40.220 and adding section 10.40.235 to the Santa Cruz Municipal Code pertaining to regulation of parking vehicles and trailers within marked parking spaces along curbs in accordance with California State Vehicle Code Section 22508.

The City has received numerous complaints from the community about large recreational vehicles (RVs) and vehicles with attached trailers limiting available public parking along West Cliff Drive. The issue is particularly acute near Lighthouse Field, home to Steamer Lane and Indicators surf breaks. There is limited parking in the area, with surfers, swimmers, pedestrians, beach goers competing for those spaces. Community complaints are typically aimed at single RVs or trailers occupying multiple coastal parking spaces for hours on end, limiting parking opportunities for other vehicles. The most egregious cases include instances where two RVs park in tandem collectively occupying five or more public parking spaces which negatively impacting residential and visitor coastal access.

The City has also received numerous complaints about criminal and illegal activities in connection with RVs. A report from the Police Vehicle Abatement Officer estimated at least 400 notices of illegal parking were placed on RVs and makeshift RVs from July 2013 to July 2014. Those notices are the result of proactive parking violation abatement and do not reflect calls for service necessitating patrol officers to respond to RV complaints. The vehicle abatement officer routinely receives complaints about refuse, bicycle theft, pirating of private water connections, gasoline theft, and wastewater leaking onto the pavement in close proximity to parked RVs. The officer also receives concerns about increased foot traffic to and from these vehicles consistent with drug activity. In the year 2015 the Police Department received 457 calls for service necessitating officer's response along West Cliff Drive near Lighthouse Field.

RVs and vehicles with trailers have numerous places where they can park within the City. The Seaside Company has numerous parking lots with large vehicle parking spaces available in their lots which are located within 300 feet of the coast. Lighthouse Field State Park has RV parking spaces as well as Natural Bridges with parking spaces designed to accommodate RVs and vehicles with trailers. The Upper Harbor has RV spaces and well. These are appropriate parking locations designed to accommodate large vehicles that are looking for coastal access.

The Municipal Code allowed parking citations to be issued only when a vehicle's tires exceed a marked parking spot, irrespective of additional length of the vehicle that may protrude into other parking spaces. The ordinance amendment requires that vehicle owners fit their entire vehicle including any attached trailer, fully within a single space. The ordinance revision provides a greater number of available parking spaces. This regulation would especially benefit the community along stretches of West Cliff Drive where oversized vehicles routinely occupy multiple spaces for long periods of time. Further, the City may delineate marked spots in targeted areas, such as Pelton Avenue, to address similar concerns. The ordinance authorizes the City traffic engineer to designate curb parking spaces and City parking lots where each vehicle must be parked completely within a single marked parking space.

The amendments designate marked curbside parking spaces along West Cliff Drive and Pelton Avenue as spaces where no person shall park any vehicle (including trailers) across any such line or

AGENDA REPORT

ZA Meeting of May 4, 2016

SUBJECT: **Parking within marked spaces – Application No. CP16-0045**

Page 3

marking or park any vehicle in such a way that is not entirely within a single space. This regulation applies to all vehicle types, regardless of size and shape, and is fully within local government regulatory purview according to California State Vehicle Code section 22508(b). Section 22508(b) states that a local authority may by ordinance cause streets and highways to be marked with white lines designating parking spaces and require vehicles to park within the parking spaces. Additionally, this ordinance would prohibit parking of unattached trailers in the same designated locations identified above.

First time violators of the proposed ordinance would receive an initial warning, and a citation and \$48 fine for all subsequent violations. City staff will stripe parking spaces along West Cliff and Pelton Avenue and provide sufficient warning signage in all designated areas. The attached map demonstrates the curbside areas and City owned parking lots on West Cliff and Pelton that will be striped and signed for similar regulations. SCMC 10.53.050 already prohibits vehicle owners from parking their vehicle across any such marked parking space line within City operated parking lots and facilities.

The City Engineer, as noted above, is authorized to designate other curbside parking areas, as appropriate, where unattached trailer parking would be prohibited and vehicle owners would be required to fit their vehicles fully within a single marked space. All future designations of curbside parking areas would be subject to appeal and review by the Transportation and Public Works Commission. Any decision made by that Commission can be appealed to the City Council. For all non-designated curb parking areas and parking lots, vehicles must continue to fit their wheel wells within the spaces to avoid citation.

These parking regulations will allow the public additional coastal access and use of the West Cliff Drive path and other coastal areas within the City. Staff recommends approval of the Coastal Development and Design Permits based on the attached Findings.

FINDINGS

Coastal Permit, Section 24.08.250

1. Maintain views between the sea and the first public roadway parallel to the sea.

The signage is predominantly replacement signs and will not affect coastal views.

2. Protect vegetation, natural habitats and natural resources consistent with the Local Coastal Land Use Plan.

The project has been evaluated for potential environmental impacts in accordance with the California Environmental Quality Act (CEQA) and the City's environmental review procedures. No vegetation, natural habitats or natural resources will be disturbed.

3. Be consistent with any applicable design plans and/or area plans incorporated into the Local Coastal Land Use Plan, in that it implements policies therein.

The parking signage is consistent with the General Plan in that it implements many of the public safety policies therein.

4. Maintain public access to the coast along any coastline as set forth in the Local Coastal Land Use Plan.

The Municipal Code allowed parking citations to be issued only when a vehicle's tires exceeded a marked parking spot, irrespective of additional length of the vehicle that may protrude into other parking spaces. In some cases one vehicle could take as many as three public parking spaces. The ordinance amendment requires that vehicle owners fit their entire vehicle including any attached trailer, fully within a single space. The ordinance revision provides a greater number of available parking spaces. This regulation would especially benefit the community along stretches of West Cliff Drive where oversized vehicles routinely occupy multiple spaces for long periods of time.

Signage will allow police to curtail nefarious activities at these parking locations which will allow the public safe, night time coastal access and safe use of the West Cliff Drive path and other impacted areas of the City. The parking restriction will increase coastal access by making the coast safer for the general public and thereby more attractive.

5. Be consistent with the Local Coastal Land Use Plan goal of providing visitor-serving needs as appropriate.

The ordinance amendment will result in vehicles being fully parked within a single space where currently one vehicle may take up to three spaces. The ordinance revision provides a greater number of available parking spaces. This regulation would especially benefit the community along stretches of West Cliff Drive where oversized vehicles routinely occupy multiple spaces for long periods of time.

6. Be consistent with the Local Coastal Land Use Plan goal of encouraging coastal development uses as appropriate.

The revised ordinance will increase coastal access by providing a safer environment for the general public.

Shoreline Protection Overlay District, Section 24.10.2430

7. The project protects trees and vegetation and sensitive wildlife habitat.

The ordinance revisions will not affect trees, vegetation or sensitive wildlife habitat.

8. The project is consistent with the following criteria for bluff or cliff development:

- a. The development is sited and designed to assure stability and structural integrity of its expected economic life span and minimize alterations to natural landforms.**

AGENDA REPORT

ZA Meeting of May 4, 2016

SUBJECT: **Parking within marked spaces – Application No. CP16-0045**

Page 5

- b. **The development will not create or contribute significantly to problems of erosion or geologic instability on the site or on surrounding geologically hazardous areas.**
- c. **The development minimizes alteration of cliffs, bluff tops, faces or bases, and will not interfere with sand movement.**
- d. **The development which proposes use of retaining walls shall be allowed only to stabilize slopes. Sea walls at the toe of sea cliffs to check marine erosion shall be allowed only where there is no less environmentally damaging alternative.**
- e. **The development within one hundred feet of any cliff or bluff line shall follow the recommendations of an approved geologic report by a registered geologist. The area where such a report is required may be increased where the issue of slope stability requires a greater distance from any cliff or bluff line.**

The ordinance revisions will not affect any cliff or bluff. Signage is predominantly placed on existing sign posts and will not physically affect any cliff or bluff.

9. **The project provides maximum erosion protection, using accepted engineering practices and other methods and specifications set forth in this title.**

The ordinance revisions will not affect any cliff or bluff. Signage is predominantly placed on existing sign posts and will not physically affect any cliff or bluff.

10. **The project maintains public view corridors between the sea and the first public roadway parallel to the sea and maintain natural views of the coastline.**

The ordinance revisions will not affect any cliff or bluff. Signage is predominantly placed on existing sign posts and will not physically affect any cliff or bluff.

11. **The project protects paleontological resources as prescribed in the Land Use Plan.**

The ordinance revisions will not affect any cliff or bluff. Signage is predominantly placed on existing sign posts and will not physically affect any cliff or bluff.

12. **The project protects and enhances free public access to or along the beach, and sign such access when necessary.**

The parking signs will not take away any free public parking or beach access. The revisions will limit parking to one space per vehicle.

13. **The project includes mitigation measures prescribed in any applicable environmental document.**

There are no mitigation measures required.

14. The project is compatible with the established physical scale of the area.

The ordinance revisions will not affect any are and any signage will be placed on existing sigh posts.

15. The project is consistent with the design review guidelines of this title and the policies of any applicable area plan.

The signage will be consistent with the Public Works and Police sign criteria.

16. The project is consistent with the policies of the Local Coastal Program, the General Plan, and the California Coastal Act.

The ordnance amendments are consistent with the General Plan and the LCP

Design Permit, Section 24.08.430

17. The site plan shall be consistent with physical development policies of the General Plan, any required or optional element of the General Plan, any area plan or specific plan or other city policy for physical development. If located in the Coastal Zone, a site plan shall also be consistent with policies of the Local Coastal Program.

The project is consistent with the General Plan, the Beach South of Laurel Plan and the Seabright Area Plan it that the ordinance amendment will result in vehicles being fully parked within a single space where currently one vehicle may take up to three spaces. The ordinance revision provides a greater number of available parking spaces. This regulation would especially benefit the community along stretches of West Cliff Drive where oversized vehicles routinely occupy multiple spaces for long periods of time. it will not take away any free public parking or beach access.

18. The exterior design and appearance of buildings and structures and the design of the site plan shall be compatible with design and appearance of other existing buildings and structures in neighborhoods which have established architectural character worthy of preservation.

This finding is not applicable.

19. Design of the site plan shall respect design principles in terms of maintaining a balance of scale, form and proportion, using design components, which are harmonious, materials and colors that blend with elements of the site plan and surrounding areas. Location of structures should take into account maintenance of view; rooftop mechanical equipment shall be incorporated into roof design or screened from adjacent properties. Utility installations such as trash enclosures,

storage units, traffic-control devices, transformer vaults and electrical meters shall be accessible and screened.

This finding is not applicable.

- 20. Where a site plan abuts, or is in close proximity to, uses other than that proposed, the plan should take into account its effect on other land uses. Where a nonresidential use abuts or is in close proximity to a residential use, the effect of the site plan should maintain the residential quality of adjacent or nearby areas.**

This finding is not applicable.

- 21. The orientation and location of buildings, structures, open spaces and other features of the site plan shall be such as to maintain natural resources including significant trees and shrubs to the extent feasible, maintain a compatible relationship to and preserve solar access of adjacent properties, and minimize alteration of natural land forms, building profiles, location, and orientation must relate to natural land forms.**

The view of the ocean will remain unchained.

- 22. The site plan shall be situated and designed to protect views along the ocean and of scenic coastal areas. Where appropriate and feasible, the site plan shall restore and enhance visual quality of visually degraded areas.**

The view of the ocean will remain unchained.

- 23. The site plan shall minimize the effect of traffic conditions on abutting streets through careful layout of the site with respect to location, dimensions of vehicular and pedestrian entrances, exit drives and walkways; through the adequate provision of off-street parking and loading facilities; through an adequate circulation pattern within the boundaries of the development; and through the surfacing and lighting of off-street parking facilities.**

The ordinance amendment will result in vehicles being fully parked within a single space where currently one vehicle may take up to three spaces. The ordinance revision provides a greater number of available parking spaces. This regulation would especially benefit the community along stretches of West Cliff Drive where oversized vehicles routinely occupy multiple spaces for long periods of time.

- 24. The site plan shall encourage alternatives to travel by automobile where appropriate, through the provision of facilities for pedestrians and bicyclists, including covered parking for bicycles and motorcycles where appropriate. Public transit stops and facilities shall be accommodated as appropriate, and other incentive provisions considered which encourage non-auto travel.**

The finding is not applicable.

AGENDA REPORT

ZA Meeting of May 4, 2016

SUBJECT: **Parking within marked spaces – Application No. CP16-0045**

Page 8

- 25. The site shall provide open space and landscaping which complement buildings and structures. Open space should be useful to residents, employees, or other visitors to the site. Landscaping shall be used to separate and/or screen service and storage areas, separate and/or screen parking areas from other areas, break up expanses of paved area, and define open space for usability and privacy.**

The finding is not applicable.

- 26. The site plan shall reasonably protect against external and internal noise, vibration and other factors, which may tend to make the environment less desirable. The site plan should respect the need for privacy of adjacent residents.**

The finding is not applicable.

- 27. Signs shall complement the site plan and avoid dominating the site and/or existing buildings on the site or overwhelming the buildings or structures to which they are attached. Multiple signs on a given site should be of a consistent theme.**

The ordinance revisions will not affect views in that any signage will be placed on existing sign posts.

- 28. Building and structures shall be so designed and oriented to make use of natural elements such as solar radiation, wind, and landscaping for heating, cooling and ventilation.**

This finding does not apply.

- 29. The site plan shall incorporate water-conservation features where possible, including in the design of types of landscaping and in the design of water-using fixtures. In addition, water restricting showerheads and faucets shall be used, as well as water-saving toilets utilizing less than three gallons per flush.**

This finding does not apply.

- 30. In all projects in Industrial (I) Zones, all buildings and structures shall be so designed and oriented to make use of natural lighting wherever possible.**

This finding does not apply.

Submitted by:

Approved by:

AGENDA REPORT

ZA Meeting of May 4, 2016

SUBJECT: Parking within marked spaces – Application No. CP16-0045

Page 9

Michael S. Ferry, AICP
Senior Planner

Ryan Bayne
Senior Planner



Department of Public Works

Public Notice

PROPOSED CHANGE IN ON-STREET PARKING

David Way between West Cliff Dr. and Oxford Way.

EXISTING:

No Parking Restrictions

CHANGE TO:

**Fourteen (14) marked 20' single parking spaces with 2' buffer zones.
Paint remainder of curb red.**

If you disagree with this proposal please contact Public Works by September 12, 2022:

City of Santa Cruz Public Works Department

809 Center Street, Room 201

Santa Cruz, California 95060

Nathan Goodman

(831) 420-5426

ngoodman@cityofsantacruz.com



Department of Public Works

Public Notice

Proposed Change to On-Street Parking

David Way between West Cliff Dr.
and Oxford Way

Proposed Change:

Install fourteen (14) 20' long marked single parking spaces with 2' buffer zones. Paint remainder of curb red.

If you disagree with, or have questions about this proposal please contact Public Works by September 12, 2022:

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Nathan Goodman
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ngoodman@cityofsantacruz.com

From: R Kkwan [REDACTED]
Sent: Saturday, September 10, 2022 9:36 PM
To: Nate Goodman; Nathan Nguyen
Subject: David Way street markings
Attachments: 20220903 David Oxford street markings.jpg

Follow Up Flag: Follow up
Flag Status: Completed

Dear Mr. Goodman

Thank you for meeting me last Wed 07 Sep to discuss options to meet the needs of all parties regarding the proposed markings on David Way which the current proposed plan does not address.

I also appreciate your arrangements to connect me with Mr. Nathan Nguyen, Public Works Assistant Director/City Engineer to explore compromises to address all parties concerns.

As mentioned, I was concerned at the mis-representations made to you and Mr. Nguyen resulting in the draft proposal that was created several weeks prior with neighbor(s) and without my knowledge or participation and circulated to them in August. When this came to my attention, I received a copy for the first time when you were kind enough to send it on Fri 02 Sept. However, I appreciate your considerations in this matter and your considerations to meet and Mr. Nguyen's time to chat.

Mr. Nguyen and I spoke on Thur 08 Sep but unfortunately we were unable to agree on how to proceed forward without me submitting opposition notice or settle on compromises that could be proposed to those affected and that would address my concerns as a resident on David Way.

As such, regretfully, I formally submit this notice of disagreement to the proposal which I believe is pictured on the attached. I believe you and Mr. Nguyen mentioned that the next step is to bring the matter before a hearing and mentioned the dates. As mentioned to Mr. Nguyen, I will not be in town to attend the hearing in October and can confirm that I also cannot attend the one in November as the dates conflict with pre-paid and arranged work travel. I would also appreciate it if you could advise what would be future dates for next steps to be taken.

If I have misunderstood anything, if there is something else you and Mr. Nguyen have to propose or if I need to file something else to move my opposition to the current proposal forward to the Commission for consideration, please let me know.

Thank you for your considerations
Renee



Transportation and Public Works Commission

Regular Meeting

Minutes

6:00 p.m., Monday, January 23, 2023

Zoom Webinar

Call to Order: 6:00 P.M.

Roll Call: Chair Philip Boutelle; Vice Chair Ron Goodman; Commissioners: Candace Brown, Kyle Kelley, Ryan Meckel, Robert Orrizzi and Zennon Ulyate-Crow

Absent with Notification: None

Absent without Notification: None

Statements of Disqualification: None

Oral Communications

At 6:03 P.M. Chair Boutelle opened oral communications and the following people spoke:

CO
Kathy Greon
Chris

At 6:08 P.M. Chair Boutelle closed oral communications.

Announcements

Nathan Nguyen, Director of Public Works, and Josh Spangrud, Senior Professional Engineer, gave updates regarding the emergency storm response efforts for the recent storm events.

Nathan Nguyen, Director of Public Works, announced the promotion of Katie Stewart to Stormwater/Wastewater Senior Professional Engineer, promotion of Heather Sawyer to Parking Program Manager, the advertisement of Assistant Director of Public Works/City Engineer position, and congratulated Chair Boutelle on the end of his service to the Commission and thanked him for his years of service.

At 6:18 P.M. Chair Boutelle moved to Item #6.

Presentations:

1. Update on Bike Share Program

At 10:19 P.M. Chair Boutelle returned to Item #1.

At 10:19 P.M. Vice Chair Goodman moved, seconded by Commissioner Kelley that the Transportation and Public Works Commission extend the meeting to 10:30 P.M.

ACTION: The motion carried with the following vote:

AYES: Chair Boutelle, Vice Chair Goodman, Commissioners: Brown, Kelley, Meckel, Orrizzi, and Ulyate-Crow

NOES: None

ABSENT: None

DISQUALIFIED: None

Claire Gallogly, Transportation Planner II, gave a presentation on updates to the Bike Share Program and fielded questions from the Commission.

At 6:52 P.M. Chair Boutelle moved to Item #2.

Approval of Minutes:

2. November 21, 2022 - Transportation and Public Works Commission Draft Minutes

At 6:52 P.M. Chair Boutelle moved to Item #2.

MOTION: Commissioner Orrizzi moved, seconded by Commissioner Brown, to approve the minutes of the November 21, 2022 Transportation and Public Works Commission meeting with corrections to the spelling of Commissioners Ulyate-Crow's and Orrizzi's last names.

ACTION: The motion carried with the following vote:

AYES: Chair Boutelle, Vice Chair Goodman, Commissioners: Brown, Kelley, Meckel, Orrizzi, and Ulyate-Crow

NOES: None

ABSENT: None

DISQUALIFIED: None

Consent: None

At 6:54 P.M. Chair Boutelle moved to Item #3.

General Business:

3. Laurel Street Vision Zero Striping Plan

Matt Starkey, Transportation Manager, presented the Laurel Street Vision Zero Striping Plan and responded to questions with the assistance of Nathan Nguyen, Director of Public Works.

At 7:36 P.M. Chair Boutelle opened public comment and the following people spoke:

Keresha Durham
Susan Monheit
Robin Belkin
Andrew Jarvis
Kathy Greon
Guerrero
Chris
Rafa Sonnenfeld
Melanie Burr
Fiona Wolf
Adriana Figueroa

At 8:06 P.M. Chair Boutelle closed public comment.

MOTION: Commissioner Brown moved, seconded by Vice Chair Goodman, that that the Transportation and Public Works Commission recommend that the City Council approve the striping plans prepared for the Laurel Street Vision Zero Striping Plan Improvements with a request to consider:

- If the geometry of the Walti and Felix intersections would allow an equal safety benefit with less than 20 feet of daylighting;
- Removal of the possibly-dead tree at Walti;
- Ways to reduce downhill speed on Laurel with striping;
- Signage to warn downhill cyclists of left turning cars; and
- To keep in mind opportunities for improving lighting on the corridor.
- Have staff explore the removal of the eastbound righthand turn lane at the intersection of Laurel & Chestnut, replacing with a barrier protecting the westbound and eastbound bicycle lanes from vehicle travel lanes

ACTION: The motion carried with the following vote:

AYES: Chair Boutelle, Vice Chair Goodman, Commissioners: Brown, Kelley, Meckel, Orrizzi and Ulyate-Crow

NOES: None
ABSENT: None
DISQUALIFIED: None

At 8:33 P.M. Chair Boutelle moved to Item #4.

4. Appeal of Laurel Street Vision Zero Striping Improvements Plan Parking Removal

Nate Goodman, Engineering Technician, presented the Appeal of Laurel Street Vision Zero Striping Plan Parking Removal and responded to questions with assistance from Matt Starkey, Transportation Manager, and Claire Gallogly, Transportation Planner II, and Nathan Nguyen, Director of Public Works.

At 8:38 P.M. Chair Boutelle opened public comment and the following people spoke:

Michelle Taniguchi
Jim Stark
Robin Belkin
Barry Guerrero
Keresha Durham
Veronica
Naoki Taniguchi
Kathy Greon
Adriana Figueroa
Chris Zegers
Pamela Richmond

At 9:03 P.M. Chair Boutelle closed public comment.

MOTION: Commissioner Meckel moved, seconded by Chair Boutelle, that the Transportation and Public Works Commission deny the appeal of parking removal required by the Laurel Street Vision Zero Striping Plan.

ACTION: The motion carried with the following vote:

AYES: Chair Boutelle, Vice Chair Goodman, Commissioners: Kelley, Meckel, Ulyate-Crow
NOES: Commissioners Brown and Orrizzi
ABSENT: None
DISQUALIFIED: None

At 9:24 P.M. Chair Boutelle moved to Item #5.

5. Appeal of New Single Space Markings on David Way

Nate Goodman, Engineering Technician, presented the Appeal of New Single Space Markings on David Way and responded to questions with the assistance of Nathan Nguyen, Director of Public Works, and Claire Gallogly, Transportation Planner II.

At 9:28 P.M. Vice Chair Goodman moved, seconded by Chair Boutelle that the Transportation and Public Works Commission extend the meeting to 10:00 P.M.

ACTION: The motion carried with the following vote:

AYES: Chair Boutelle, Vice Chair Goodman, Commissioners: Brown, Kelley, Meckel, Orrizzi, and Ulyate-Crow

NOES: None

ABSENT: None

DISQUALIFIED: None

At 9:28 P.M. Chair Boutelle opened public comment and the following people spoke:

Reggie Meisler
Jasmeen Miah
(xxx)xxx-2367
Masao Drexel
CO
Sabina Holber
Francesca
Renee Quan

At 9:58 P.M. Chair Boutelle closed public comment.

MOTION: Commissioner Meckel moved, seconded by Commissioner Brown, that the Transportation and Public Works Commission uphold the appeal of requested new Single Space Markings on David Way.

ACTION: The motion carried with the following vote:

AYES:, Commissioners: Brown, Kelley, Meckel, Ulyate-Crow

NOES: Chair Boutelle Brown, Vice Chair Goodman, and Orrizzi

ABSENT: None

DISQUALIFIED: None

At 6:18 P.M. Chair Boutelle moved to Item #6.

Informational Items:

6. Update on Local Wastewater Constituent Discharge Limits and Enhanced Source Control Efforts

Akin Babatola, Wastewater Laboratory and Environmental Compliance Manager, gave an update on local wastewater constituent discharge limits and enhanced source control effects and fielded questions from the Commission.

At 6:26 P.M. Chair Boutelle opened public comment and the following people spoke:

Robin Belkin

At 6:27 P.M. Chair Boutelle closed public comment.

At 6:30 P.M. Chair Boutelle moved to Item #7.

7. West Cliff Storm Damage and Detours Update

Matt Starkey, Transportation Manager, gave an update on West Cliff Storm Damage and Detours and fielded questions from the Commission with the assistance of Nathan Nguyen, Director of Public Works, Josh Spangrud, Senior Professional Engineer, and Claire Gallogly, Transportation Planner II.

At 6:48 P.M. Chair Boutelle opened public comment and the following people spoke:

Masao Drexel

At 6:52 P.M. Chair Boutelle closed public comment.

Subcommittee/Advisory Body Oral Reports: None

Items Initiated by Members for Future Agendas:

Commissioner Brown requested a presentation on where we stand with the assessment of the levee system and FEMA certification.

Adjournment: 10:34 P.M.



ZONING ADMINISTRATOR AGENDA REPORT

DATE: April 27, 2016

AGENDA OF: May 4, 2016

ITEM NO.: CP16-0045

City-Wide

RECOMMENDATION: That the Zoning Administrator acknowledge the environmental determination and approve the Coastal and Design Permits based on the Findings listed below.

PROJECT DATA

Property Owner: City of Santa Cruz
Representative: Scott Collins, Assistant City Manager

Application Type: Coastal and Design Permits to approve an ordinance of the City of Santa Cruz amending section 10.40.220 and adding section 10.40.235 to the Santa Cruz Municipal Code pertaining to regulation of parking vehicles and trailers within marked parking spaces along curbs in accordance with California State Vehicle Code Section 22508.

Zoning Designation: Not applicable; within the public right-of-way (ROW)
Project Consistency: Not applicable; within public ROW
General Plan: Not applicable; within public ROW
Project Consistency: Not applicable; within public ROW
Land Use:
 Existing: Public parking
 Proposed: Public Parking
Parking: Number of spaces does not change
Coastal Review: Coastal Permit required
Environmental Review: Categorical Exemption: 15282-(j); 15301Class 1-c,g
Mandatory Action Date: 60 days after acknowledgement of Environmental Exemption
Planner: Michael S. Ferry, AICP

PROJECT DESCRIPTION

Section 24.08.210 of the Zoning Ordinance requires approval of a Coastal Permit for development within the Coastal Zone that is not specifically exempted. This ordinance revision is defined in the Local Coastal Plan (LCP) as “development” because it could change the intensity of the use of the ocean or access thereto and parking restrictions are not specifically exempted in the LCP. Section 24.08.410-12 of the Zoning Ordinance requires approval of a Design Permit for public projects located in the Coastal Zone.

ANALYSIS

AGENDA REPORT

ZA Meeting of May 4, 2016

SUBJECT: Parking within marked spaces – Application No. CP16-0045

Page 2

On October 13, 2015 the Santa Cruz City Council approved Resolution No 2015-13 of the City of Santa Cruz amending section 10.40.220 and adding section 10.40.235 to the Santa Cruz Municipal Code pertaining to regulation of parking vehicles and trailers within marked parking spaces along curbs in accordance with California State Vehicle Code Section 22508.

The City has received numerous complaints from the community about large recreational vehicles (RVs) and vehicles with attached trailers limiting available public parking along West Cliff Drive. The issue is particularly acute near Lighthouse Field, home to Steamer Lane and Indicators surf breaks. There is limited parking in the area, with surfers, swimmers, pedestrians, beach goers competing for those spaces. Community complaints are typically aimed at single RVs or trailers occupying multiple coastal parking spaces for hours on end, limiting parking opportunities for other vehicles. The most egregious cases include instances where two RVs park in tandem collectively occupying five or more public parking spaces which negatively impacting residential and visitor coastal access.

The City has also received numerous complaints about criminal and illegal activities in connection with RVs. A report from the Police Vehicle Abatement Officer estimated at least 400 notices of illegal parking were placed on RVs and makeshift RVs from July 2013 to July 2014. Those notices are the result of proactive parking violation abatement and do not reflect calls for service necessitating patrol officers to respond to RV complaints. The vehicle abatement officer routinely receives complaints about refuse, bicycle theft, pirating of private water connections, gasoline theft, and wastewater leaking onto the pavement in close proximity to parked RVs. The officer also receives concerns about increased foot traffic to and from these vehicles consistent with drug activity. In the year 2015 the Police Department received 457 calls for service necessitating officer's response along West Cliff Drive near Lighthouse Field.

RVs and vehicles with trailers have numerous places where they can park within the City. The Seaside Company has numerous parking lots with large vehicle parking spaces available in their lots which are located within 300 feet of the coast. Lighthouse Field State Park has RV parking spaces as well as Natural Bridges with parking spaces designed to accommodate RVs and vehicles with trailers. The Upper Harbor has RV spaces and well. These are appropriate parking locations designed to accommodate large vehicles that are looking for coastal access.

The Municipal Code allowed parking citations to be issued only when a vehicle's tires exceed a marked parking spot, irrespective of additional length of the vehicle that may protrude into other parking spaces. The ordinance amendment requires that vehicle owners fit their entire vehicle including any attached trailer, fully within a single space. The ordinance revision provides a greater number of available parking spaces. This regulation would especially benefit the community along stretches of West Cliff Drive where oversized vehicles routinely occupy multiple spaces for long periods of time. Further, the City may delineate marked spots in targeted areas, such as Pelton Avenue, to address similar concerns. The ordinance authorizes the City traffic engineer to designate curb parking spaces and City parking lots where each vehicle must be parked completely within a single marked parking space.

The amendments designate marked curbside parking spaces along West Cliff Drive and Pelton Avenue as spaces where no person shall park any vehicle (including trailers) across any such line or

AGENDA REPORT

ZA Meeting of May 4, 2016

SUBJECT: **Parking within marked spaces – Application No. CP16-0045**

Page 3

marking or park any vehicle in such a way that is not entirely within a single space. This regulation applies to all vehicle types, regardless of size and shape, and is fully within local government regulatory purview according to California State Vehicle Code section 22508(b). Section 22508(b) states that a local authority may by ordinance cause streets and highways to be marked with white lines designating parking spaces and require vehicles to park within the parking spaces. Additionally, this ordinance would prohibit parking of unattached trailers in the same designated locations identified above.

First time violators of the proposed ordinance would receive an initial warning, and a citation and \$48 fine for all subsequent violations. City staff will stripe parking spaces along West Cliff and Pelton Avenue and provide sufficient warning signage in all designated areas. The attached map demonstrates the curbside areas and City owned parking lots on West Cliff and Pelton that will be striped and signed for similar regulations. SCMC 10.53.050 already prohibits vehicle owners from parking their vehicle across any such marked parking space line within City operated parking lots and facilities.

The City Engineer, as noted above, is authorized to designate other curbside parking areas, as appropriate, where unattached trailer parking would be prohibited and vehicle owners would be required to fit their vehicles fully within a single marked space. All future designations of curbside parking areas would be subject to appeal and review by the Transportation and Public Works Commission. Any decision made by that Commission can be appealed to the City Council. For all non-designated curb parking areas and parking lots, vehicles must continue to fit their wheel wells within the spaces to avoid citation.

These parking regulations will allow the public additional coastal access and use of the West Cliff Drive path and other coastal areas within the City. Staff recommends approval of the Coastal Development and Design Permits based on the attached Findings.

FINDINGS

Coastal Permit, Section 24.08.250

1. Maintain views between the sea and the first public roadway parallel to the sea.

The signage is predominantly replacement signs and will not affect coastal views.

2. Protect vegetation, natural habitats and natural resources consistent with the Local Coastal Land Use Plan.

The project has been evaluated for potential environmental impacts in accordance with the California Environmental Quality Act (CEQA) and the City's environmental review procedures. No vegetation, natural habitats or natural resources will be disturbed.

3. Be consistent with any applicable design plans and/or area plans incorporated into the Local Coastal Land Use Plan, in that it implements policies therein.

The parking signage is consistent with the General Plan in that it implements many of the public safety policies therein.

4. Maintain public access to the coast along any coastline as set forth in the Local Coastal Land Use Plan.

The Municipal Code allowed parking citations to be issued only when a vehicle's tires exceeded a marked parking spot, irrespective of additional length of the vehicle that may protrude into other parking spaces. In some cases one vehicle could take as many as three public parking spaces. The ordinance amendment requires that vehicle owners fit their entire vehicle including any attached trailer, fully within a single space. The ordinance revision provides a greater number of available parking spaces. This regulation would especially benefit the community along stretches of West Cliff Drive where oversized vehicles routinely occupy multiple spaces for long periods of time.

Signage will allow police to curtail nefarious activities at these parking locations which will allow the public safe, night time coastal access and safe use of the West Cliff Drive path and other impacted areas of the City. The parking restriction will increase coastal access by making the coast safer for the general public and thereby more attractive.

5. Be consistent with the Local Coastal Land Use Plan goal of providing visitor-serving needs as appropriate.

The ordinance amendment will result in vehicles being fully parked within a single space where currently one vehicle may take up to three spaces. The ordinance revision provides a greater number of available parking spaces. This regulation would especially benefit the community along stretches of West Cliff Drive where oversized vehicles routinely occupy multiple spaces for long periods of time.

6. Be consistent with the Local Coastal Land Use Plan goal of encouraging coastal development uses as appropriate.

The revised ordinance will increase coastal access by providing a safer environment for the general public.

Shoreline Protection Overlay District, Section 24.10.2430

7. The project protects trees and vegetation and sensitive wildlife habitat.

The ordinance revisions will not affect trees, vegetation or sensitive wildlife habitat.

8. The project is consistent with the following criteria for bluff or cliff development:

- a. The development is sited and designed to assure stability and structural integrity of its expected economic life span and minimize alterations to natural landforms.**

AGENDA REPORT

ZA Meeting of May 4, 2016

SUBJECT: **Parking within marked spaces – Application No. CP16-0045**

Page 5

- b. **The development will not create or contribute significantly to problems of erosion or geologic instability on the site or on surrounding geologically hazardous areas.**
- c. **The development minimizes alteration of cliffs, bluff tops, faces or bases, and will not interfere with sand movement.**
- d. **The development which proposes use of retaining walls shall be allowed only to stabilize slopes. Sea walls at the toe of sea cliffs to check marine erosion shall be allowed only where there is no less environmentally damaging alternative.**
- e. **The development within one hundred feet of any cliff or bluff line shall follow the recommendations of an approved geologic report by a registered geologist. The area where such a report is required may be increased where the issue of slope stability requires a greater distance from any cliff or bluff line.**

The ordinance revisions will not affect any cliff or bluff. Signage is predominantly placed on existing sign posts and will not physically affect any cliff or bluff.

9. **The project provides maximum erosion protection, using accepted engineering practices and other methods and specifications set forth in this title.**

The ordinance revisions will not affect any cliff or bluff. Signage is predominantly placed on existing sign posts and will not physically affect any cliff or bluff.

10. **The project maintains public view corridors between the sea and the first public roadway parallel to the sea and maintain natural views of the coastline.**

The ordinance revisions will not affect any cliff or bluff. Signage is predominantly placed on existing sign posts and will not physically affect any cliff or bluff.

11. **The project protects paleontological resources as prescribed in the Land Use Plan.**

The ordinance revisions will not affect any cliff or bluff. Signage is predominantly placed on existing sign posts and will not physically affect any cliff or bluff.

12. **The project protects and enhances free public access to or along the beach, and sign such access when necessary.**

The parking signs will not take away any free public parking or beach access. The revisions will limit parking to one space per vehicle.

13. **The project includes mitigation measures prescribed in any applicable environmental document.**

There are no mitigation measures required.

14. The project is compatible with the established physical scale of the area.

The ordinance revisions will not affect any are and any signage will be placed on existing sigh posts.

15. The project is consistent with the design review guidelines of this title and the policies of any applicable area plan.

The signage will be consistent with the Public Works and Police sign criteria.

16. The project is consistent with the policies of the Local Coastal Program, the General Plan, and the California Coastal Act.

The ordnance amendments are consistent with the General Plan and the LCP

Design Permit, Section 24.08.430

17. The site plan shall be consistent with physical development policies of the General Plan, any required or optional element of the General Plan, any area plan or specific plan or other city policy for physical development. If located in the Coastal Zone, a site plan shall also be consistent with policies of the Local Coastal Program.

The project is consistent with the General Plan, the Beach South of Laurel Plan and the Seabright Area Plan it that the ordinance amendment will result in vehicles being fully parked within a single space where currently one vehicle may take up to three spaces. The ordinance revision provides a greater number of available parking spaces. This regulation would especially benefit the community along stretches of West Cliff Drive where oversized vehicles routinely occupy multiple spaces for long periods of time. it will not take away any free public parking or beach access.

18. The exterior design and appearance of buildings and structures and the design of the site plan shall be compatible with design and appearance of other existing buildings and structures in neighborhoods which have established architectural character worthy of preservation.

This finding is not applicable.

19. Design of the site plan shall respect design principles in terms of maintaining a balance of scale, form and proportion, using design components, which are harmonious, materials and colors that blend with elements of the site plan and surrounding areas. Location of structures should take into account maintenance of view; rooftop mechanical equipment shall be incorporated into roof design or screened from adjacent properties. Utility installations such as trash enclosures,

storage units, traffic-control devices, transformer vaults and electrical meters shall be accessible and screened.

This finding is not applicable.

- 20. Where a site plan abuts, or is in close proximity to, uses other than that proposed, the plan should take into account its effect on other land uses. Where a nonresidential use abuts or is in close proximity to a residential use, the effect of the site plan should maintain the residential quality of adjacent or nearby areas.**

This finding is not applicable.

- 21. The orientation and location of buildings, structures, open spaces and other features of the site plan shall be such as to maintain natural resources including significant trees and shrubs to the extent feasible, maintain a compatible relationship to and preserve solar access of adjacent properties, and minimize alteration of natural land forms, building profiles, location, and orientation must relate to natural land forms.**

The view of the ocean will remain unchained.

- 22. The site plan shall be situated and designed to protect views along the ocean and of scenic coastal areas. Where appropriate and feasible, the site plan shall restore and enhance visual quality of visually degraded areas.**

The view of the ocean will remain unchained.

- 23. The site plan shall minimize the effect of traffic conditions on abutting streets through careful layout of the site with respect to location, dimensions of vehicular and pedestrian entrances, exit drives and walkways; through the adequate provision of off-street parking and loading facilities; through an adequate circulation pattern within the boundaries of the development; and through the surfacing and lighting of off-street parking facilities.**

The ordinance amendment will result in vehicles being fully parked within a single space where currently one vehicle may take up to three spaces. The ordinance revision provides a greater number of available parking spaces. This regulation would especially benefit the community along stretches of West Cliff Drive where oversized vehicles routinely occupy multiple spaces for long periods of time.

- 24. The site plan shall encourage alternatives to travel by automobile where appropriate, through the provision of facilities for pedestrians and bicyclists, including covered parking for bicycles and motorcycles where appropriate. Public transit stops and facilities shall be accommodated as appropriate, and other incentive provisions considered which encourage non-auto travel.**

The finding is not applicable.

AGENDA REPORT

ZA Meeting of May 4, 2016

SUBJECT: **Parking within marked spaces – Application No. CP16-0045**

Page 8

- 25. The site shall provide open space and landscaping which complement buildings and structures. Open space should be useful to residents, employees, or other visitors to the site. Landscaping shall be used to separate and/or screen service and storage areas, separate and/or screen parking areas from other areas, break up expanses of paved area, and define open space for usability and privacy.**

The finding is not applicable.

- 26. The site plan shall reasonably protect against external and internal noise, vibration and other factors, which may tend to make the environment less desirable. The site plan should respect the need for privacy of adjacent residents.**

The finding is not applicable.

- 27. Signs shall complement the site plan and avoid dominating the site and/or existing buildings on the site or overwhelming the buildings or structures to which they are attached. Multiple signs on a given site should be of a consistent theme.**

The ordinance revisions will not affect views in that any signage will be placed on existing sign posts.

- 28. Building and structures shall be so designed and oriented to make use of natural elements such as solar radiation, wind, and landscaping for heating, cooling and ventilation.**

This finding does not apply.

- 29. The site plan shall incorporate water-conservation features where possible, including in the design of types of landscaping and in the design of water-using fixtures. In addition, water restricting showerheads and faucets shall be used, as well as water-saving toilets utilizing less than three gallons per flush.**

This finding does not apply.

- 30. In all projects in Industrial (I) Zones, all buildings and structures shall be so designed and oriented to make use of natural lighting wherever possible.**

This finding does not apply.

Submitted by:

Approved by:

AGENDA REPORT

ZA Meeting of May 4, 2016

SUBJECT: Parking within marked spaces – Application No. CP16-0045

Page 9

Michael S. Ferry, AICP
Senior Planner

Ryan Bayne
Senior Planner

From: R Kkwan [REDACTED]
Sent: Saturday, September 10, 2022 9:36 PM
To: Nate Goodman; Nathan Nguyen
Subject: David Way street markings
Attachments: 20220903 David Oxford street markings.jpg

Follow Up Flag: Follow up
Flag Status: Completed

Dear Mr. Goodman

Thank you for meeting me last Wed 07 Sep to discuss options to meet the needs of all parties regarding the proposed markings on David Way which the current proposed plan does not address.

I also appreciate your arrangements to connect me with Mr. Nathan Nguyen, Public Works Assistant Director/City Engineer to explore compromises to address all parties concerns.

As mentioned, I was concerned at the mis-representations made to you and Mr. Nguyen resulting in the draft proposal that was created several weeks prior with neighbor(s) and without my knowledge or participation and circulated to them in August. When this came to my attention, I received a copy for the first time when you were kind enough to send it on Fri 02 Sept. However, I appreciate your considerations in this matter and your considerations to meet and Mr. Nguyen's time to chat.

Mr. Nguyen and I spoke on Thur 08 Sep but unfortunately we were unable to agree on how to proceed forward without me submitting opposition notice or settle on compromises that could be proposed to those affected and that would address my concerns as a resident on David Way.

As such, regretfully, I formally submit this notice of disagreement to the proposal which I believe is pictured on the attached. I believe you and Mr. Nguyen mentioned that the next step is to bring the matter before a hearing and mentioned the dates. As mentioned to Mr. Nguyen, I will not be in town to attend the hearing in October and can confirm that I also cannot attend the one in November as the dates conflict with pre-paid and arranged work travel. I would also appreciate it if you could advise what would be future dates for next steps to be taken.

If I have misunderstood anything, if there is something else you and Mr. Nguyen have to propose or if I need to file something else to move my opposition to the current proposal forward to the Commission for consideration, please let me know.

Thank you for your considerations
Renee

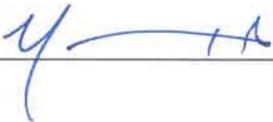
Letter of Appeal dated January 30, 2023
Regarding David Way Parking
Dear Santa Cruz City Council and City Clerk,

This letter is to appeal the decision of the Transportation and Public Works Commission (TPWC) from 1/23/2023 regarding Parking Changes on David Way. The Commission voted to uphold Kevin Kwan appeal against the Public Works staff decision to install designated single space markings "parking T's".

Property owners and residents of the neighborhood are appealing the TPWC decision to the City Council. We ask that the concerns of the residents, and homeowners be taken into account, in support of the parking regulations brought forward by the Parking Department staff.

Our neighborhood has been adversely affected by the current un-managed, un-serviced parking on David Way. This short 1/2 block street is not an appropriate area for a homeless encampment. The campers generate excessive amounts of trash, drug use, noise, bad behavior and unsanitary conditions. We believe that a decision to uphold the parking changes recommended will help solve some of these problems. The vast majority of our neighborhood is in agreement on this issue. We ask that you consider our request and uphold the neighbors appeal.

Respectfully submitted,

Masao Drexel 
Print Name / Signature

110 DAVID WAY SC CA
Street Address 95060

Amendment of Letter of Appeal dated 8-24-20 to include the Code allowing this Appeal to the Santa Cruz City Council regarding David Way Parking

10.16.015 TRAFFIC-CONTROL DEVICES – CITIZEN REQUEST APPEAL PROCEDURE

Any person who has requested the installation or removal of a traffic-control device may appeal the traffic engineer's decision to approve or deny the citizen request in accordance with the following procedure:

(g) Upon completion of the public hearing, the city transportation commission shall either uphold or deny the appeal.

Primary contact person to be: Masao Drexel

831 918 8706

masao.drexel@gmail.com

110 DAVID WAY

SC, CA 95060

Rosemary Balsley

From: Addison Jacobs <cruzinajsc@gmail.com>
Sent: Friday, March 24, 2023 7:05 AM
To: City Council
Cc: Bonnie Bush; Masao Drexel; Matt Starkey; Matt Starkey
Subject: Item 27 - March 28 Council Agenda

Dear Mayor and Council Members,

I am writing in support of the resolution to uphold the appeal of the Transportation and Public Works Commission's decision on single vehicle striping along David Way.

My husband and I live on Oxford Way between Almar and David Way and transit David Way on foot and by car daily. Overnight camping in large vehicles is a common activity on this small street. And with it comes noise, debris and often illegal behavior.

This is not a perfect or complete fix to these issues, but striping will contain and limit some of the larger vehicles that are often the greatest offenders. It will also allow more prescribed space for short term parking for the overflow of the Mitchell's Cove parking lot on busy days.

David Way is a tiny extension of our neighborhood network and yet, is currently suffering a larger than fair share of the overnight camping issues that occur here. I strongly urge you to vote in support of this appeal and allow the striping to move forward.

Sincerely,
Addison Jacobs

Rosemary Balsley

From: Don Jacobs <donjacobs346@gmail.com>
Sent: Friday, March 24, 2023 8:39 AM
To: City Council
Cc: Bonnie Bush; Masao Drexel; Matt Starkey
Subject: Item 27 - March 28 Council Agenda

Greetings.

I am writing in support of the Resolution to uphold the appeal of the Transportation and Public Works Commission's decision and am in support of having single space markings installed on David Way.

I reside on Oxford Way near David and walk or drive on David Way on a daily basis. Unfortunately David Way and the nearby end of Almar have become known as places people can park oversized vehicles for free at night.

While these areas have been used for years as a place to park for people living in their vehicles, a more recent phenomenon has been people traveling the coast using these as free camping spots. Since the pandemic, there has been a proliferation of websites, apps and You Tube channels informing campers where they can camp for free on the coast. They advise people on "stealth camping" and how to park on city streets with the least risk of being disturbed. They include tips to avoid parking tickets, such as showing up late, moving every two days and avoiding areas around schools.

David Way and Mitchell's cove appear in several You Tube videos on where to camp for free. On any given morning David Way will have several large camper vans and even very large converted school buses parking there overnight. Again, many of these campers are not local residents living in their vans, these are people traveling the coast looking for free camping sites. And David Way shows up regularly on their informational websites.

I urge you to vote in support of this appeal.

Don Jacobs

Rosemary Balsley

From: Lee Taiz <leetaiz@cruzio.com>
Sent: Friday, March 24, 2023 10:29 AM
To: Bonnie Bush
Subject: Single space striping for parking on David Way

I live at 328 Oxford Way at the intersection of David Way and Oxford Way. I'm writing in support of **single space striping for parking on David Way**. Painting stripes for normal car parking will increase access to parking near the coast for Santa Cruz residents and tourists by deterring longterm camping in over-sized vehicles on David Way. For example, one school bus takes up three normal parking places, and because these large vehicles don't move for days, they reduce the amount of parking available for other people over a long term.

David Way has a serious on-going problem with campers in over-sized vehicles who live in their vehicles and often stay beyond the three day limit. There are places where over-sized campers can legally park.

Our a quiet, residential neighborhood is not suitable for long-term over-sized vehicle camping. These vehicles **obstruct access to the coast** and create a **hostile** and **filthy** environment in the neighborhood. I do not like to have to clean up their messes—which include human waste--and I'm sure that visitors to our coast don't like to endure this kind of environment either.

Sandra Lee Taiz
328 Oxford Way
Santa Cruz, Ca 95060

Rosemary Balsley

From: Olga de Santa Anna <olgadesantaanna@gmail.com>
Sent: Friday, March 24, 2023 10:51 AM
To: City Council; Bonnie Bush; Matt Starkey; Masao Drexel; Renee Golder
Subject: Item 27-March 28 Council Agenda

Dear Mayor and Council Members,

I am writing this letter in support of the resolution to uphold the appeal of the Transportation and Public works Commission's decision on single vehicle striping along David Way.

My partner and I live on Oxford Way between Almar and David Way. My house is surrounded by neighbors with children . We take care of our two grandchildren frequently. Our daily walks are affected by the overnight campers' in large vehicles, the stench of urine, pot, and feces we encounter along the way. At times vicious dogs in these campers lunge out and scare our babies and our therapy dog. Our walks have become stressful instead of joyful.

We know that this resolution isn't a perfect or complete fix ,however striping can and will limit and contain many of the larger vehicles that are often the worst offenders. It will also allow for short term parking . Summer is coming and with it the many people who want to "hang out" in our beloved neighborhood! With all of the changes on Westcliff and our streets, the last thing we need are more vehicles on David way!

Please help us and our kids to feel safe. I strongly urge you to vote in support of this appeal and allow the striping to move forward.

Olga de Santa Anna

831-332-0989

olgadesantaanna@gmail.com

"And remember, keep peace in your heart ! "

Rosemary Balsley

From: Lincoln Taiz <ltaiz@ucsc.edu>
Sent: Friday, March 24, 2023 11:38 AM
To: City Council; Bonnie Bush
Subject: Re: DAVID WAY SINGLE SPACE PARKING STRIPES

Dear City Council Members,

I'm writing in strong support of **single space striping for parking on David Way**. David Way has been plagued by overnight campers in RVs, buses, vans, and modified vehicles for many years, which often remain parked for days on end. Some even have cook stoves that emit smoke from chimneys. Many of them treat the street and sidewalks like their personal campground, leaving refuse behind when they finally leave. We have been working with the police for years to end this problem, but the police say their hands are tied. The only effective solution is to paint striping for single space parking on both sides of David Way to eliminate RVs and trailers.

In addition to the striping, the curbs at the corners need to be painted red for safety reasons.

I intend to be present at the next City Council meeting via Zoom.

Sincerely,
Lincoln Taiz

Rosemary Balsley

From: Bonnie Bush
Sent: Friday, March 24, 2023 1:06 PM
To: City Council
Subject: Fwd: Single Space Parking on David Way, item #27

Bonnie Bush, CMC, City Clerk
City of Santa Cruz
831-420-5035

Begin forwarded message:

From: Rodney Maddocks <rodnemaddocks@icloud.com>
Date: March 24, 2023 at 12:57:05 PM PDT
To: Bonnie Bush <bbush@santacruzca.gov>
Subject: Single Space Parking on David Way, item #27

I would like to express my support for the proposal to create single space parking on David Way.

I live on Oxford Way and have observed on many occasions where vehicles park very close to the corners/intersections of Westcliff and David Way, and David Way and Oxford Way. This makes it very difficult to see around the intersections when attempting to turn. And when making the turn you are force towards the middle of the road. Parked vehicles partially block pedestrian access to crosswalk and make it difficult for other cars to see pedestrians. In the summer time this gets much more common. Many of these oversized vehicles and trailers stay for multiple days, occupying multiple parking paces that beach goers would normally use. And many of these vehicles show up in tandem with other vehicles.

I walk David Way almost daily with my dog, he constantly finds tossed out food scrapes (like chicken bones) along David Way. My guess is the rats like it too, might be one reason I have to pay for year round rodent control services. I have also picked up trash discarded by these 'long' term vehicles on many, many occasions! Many of these long term over sized vehicles come and go at all times of day and night. Creating lots of noise not associated with a residential neighborhood slamming doors, generators, air conditioning units, music, loud talking (yelling and arguing), unloading and loading of belongings, transferring belongings from one vehicle to another. I have also noticed that most of these vehicle are not properly maintained and have loud exhausts, dripping/leaking engine and transmissions, and waste water leaks.

I would great appreciate passage of this item as soon as possible to get this Painting Project accomplished before summer crowds arrive.

Rodney Maddocks's

Rosemary Balsley

From: Big Joe 77 <skeepinitreal@gmail.com>
Sent: Saturday, March 25, 2023 7:01 AM
To: City Council
Subject: Public Correspondence: 03.28.2023 Council Agenda Item# 27/ David Way Striping

Honorable Mayor, Vice Mayor, and council-

I 100% support Public Works's plan to stripe 20ft parking places and mark red curbs along David Way, and will support the same along Delaware, Shaffer, Natural Bridges when that time comes.

Not only are these oversized vehicles blight on the City, they are also a public health hazard (black water, trash, engine oil, etc), and proven to be a public safety issue (blocking sidewalks, limiting motorists field of view, forcing cyclists into the center of the roadway,etc).

Sincerely,

--

Big Joe 77
Keepin' it Real



Rosemary Balsley

From: brynne hoberg <brynnehoberg@yahoo.com>
Sent: Saturday, March 25, 2023 4:32 PM
To: City Council
Subject: Agenda item #27 single space parking on David Way

I am a long time resident of Oxford Way at the corner of David Way. Over the last few years, the neighbors around and on David Way, have experienced a large presence of oversized vehicles. Many of these have overstayed allowed parking limits, moved their overflow belongings into the street and sidewalks, leave piles of trash behind, are inconsiderately noisy, and are generally disrespectful of the neighborhood and our beautiful environment.

For these reasons, I urge you to support the proposed plan to restrict parking on David Way to single space parking.

Thank you
Brynne Hoberg

Rosemary Balsley

From: Val Leoffler <vleoffler@icloud.com>
Sent: Sunday, March 26, 2023 6:29 PM
To: City Council; Bonnie Bush
Cc: Val Leoffler
Subject: Resident of Oxford Way in favor of David Way parking striping Item #27

Dear Council Members,

**I am a 50 year plus SC Westside resident, home and business owner on the Westside, living on Oxford Way adjacent to David Way. I strongly support the proposal to create single space parking striping on David Way..this is so needed for public and neighborhood safety, access and responsibility. Please support this proposal for parking striping on David Way. Thank you and thank you for your work for our community,
Val**

Val Leoffler

Rosemary Balsley

From: Masao Drexel <masaodrexel@gmail.com>
Sent: Sunday, March 26, 2023 9:49 PM
To: City Council
Cc: Bonnie Bush
Subject: Please Vote to Install Single Space Markings on David Way - Agenda Item #27 for 3/28 Meeting

Dear City Council and Mayor,

I am writing to ask that you please vote in favor of installing single space parking on David Way.

My family has lived on David way for close to 40 years. Part of my childhood took place here and now I am lucky enough to be raising two beautiful young children here. But the neighborhood is changing. These days our street is often filled with RVs, School Busses, camper trailers and other overnighting vehicles. We have had urine dumped on our street and along our fence line, graffiti on our sidewalk, people dumping grey water on the street, garbage dumped out of cars before driving away in the early morning, the sounds of generators, dogs barking ferociously as walkers and bikers pass... and the list goes on.

While I understand homeless and substance abuse are huge issues and multifactorial in nature I don't think that our neighborhood streets should be the front lines of dealing with our unhoused communities. Safe parking programs with facilities like bathrooms, garbage collection, and connections with mental health and long term housing services should all be provided in an intentional way with locations that serve both our housed and unhoused communities as best a possible.

And it's not only a homelessness issue. Many of the RVs we encounter here are fancy and quite expensive looking. This issue is really about behaviors. RVs and overnight campers should be in designated places. RV parks exist for a reason. They provide rules and accountability and they have proper facilities to deal with RVs, the noise they make, the size they are, and so on... Our neighborhood streets should not be turned into free, and unmanaged, RV parks.

I have spoken with many neighbors that live in the surrounding area and utilize David Way frequently and there is a great deal of community support for this change. While, unfortunately, this is not a unanimous choice I know this is very much supported by a majority of the neighborhood. We do not want RVs on our street.

The argument has been raised that there would be fewer parking spots with the proposed plan. I would counter that argument by saying when large RVs are parked for multiple days (sometime over a week straight) without moving there is a greater amount of parking taken up. And additionally some of the lost parking will be taken up by red curbs which will increase visibility at the corners making the street safer for kids, bikers, walkers and everyone... so the plan created by the Public Works department is a good one. And I hope you will vote to implement it.

I apologize for the long email but this issue is very important to my family and I so I have trouble condensing more than this.

Thank you for your consideration on this issue.

Best regards,
Masao Drexel
110 David Way

Rosemary Balsley

From: Kim Dean <kim.dean@gmail.com>
Sent: Sunday, March 26, 2023 10:04 PM
To: City Council
Subject: 3/28/2023 City Council Meeting: Striping of David Way

My name is Kim Dean and I am a resident of the lower west side of Santa Cruz, specifically 110 David way. Thank you City Council members for your time and consideration in the matter of parking striping on David Way. I have lived here for 5 years with my spouse and 2 elementary school aged children. As a resident I have witnessed the chronic abuse of parking on David Way and West Cliff. Overnight vehicles park with impunity, often with outdated registration tags, parking in the opposite direction of traffic, dumping garbage and gray water onto our street and urinating and defecating in our yards. Unfortunately the city does not have the bandwidth to keep up with all the requests for attention to parking issues.

I call vehicle abatement almost weekly to report vehicle(s) that are parked continuously beyond 72 hours. It has become a common street for chronic, long term recreational vehicle parking. Due to the lack of striping on David Way, poor parking decisions by a large vehicle sometimes monopolizes up to 3 parking spots.

I suspect that the corner of David Way and West Cliff is a particularly desirable parking spot due to the ocean views and the uninhabited lots at that corner. However allowing large vehicles to remain unmoved for several continuous days, limits equitable parking and decreases coastal access. I've seen vehicles get chalked and then the vehicle just moves a few feet and the clock is reset. Due to the Coastal Commission, I have been unsuccessful in requesting metered parking or time limited parking, which would provide equitable turnover of parking spaces.

Additionally the striping of David way would also provide much needed restrictions on the width of a vehicle. David Way is 36ft wide, curb to curb. When large recreational vehicles park on both sides of the street, the driving and biking space is significantly reduced and thereby less safe.

I strongly urge city council to grant striping on David Way, striping which already exists on several other residential streets on the lower west side such as Stanton Blvd. Thanks for your time and consideration.

Kim Dean

Sent from my iPad

Rosemary Balsley

From: Douglas Hellinger <hellinger.doug@gmail.com>
Sent: Monday, March 27, 2023 7:11 PM
To: City Council
Subject: Local resident opinion regarding upcoming City Council meeting item 27 - Appeal of Proposed Single Space Markings on David Way (PW)

Dear City Council Members,

I've been a resident of Santa Cruz for over 40 years.

I'm a Santa Cruz home owner and business owner and I live just a couple houses away from the intersection of Oxford and David Way.

I would like to reiterate that I'm strongly in favor of the striping proposal for David Way. It positively addresses many important issues that I know you're well aware of.

I was quite surprised that such an obviously constructive proposal would wind up in an appeal process.

I believe this stems from an incorrect analysis, albeit well-intended, by a minority of our neighbors.

It is my understanding that they are under the mistaken belief that striping will reduce parking on David Way which will increase parking demands on Oxford Way.

While it is true that striping reduces the instantaneous number of available parking spaces, what really matters is expected number of available parking spots averaged over some reasonable time scale (e.g., daily) and the average number of people who are afforded ocean access from parking on David Way.

Anyone familiar with David Way parking behavior will surely agree that oversized vehicles have historically utilized an incredibly disproportionate amount of available parking on David Way, thereby limiting access for residents and visitors alike.

Striping only reduces parking when the behavior of all people parking is similar. This is undeniably not the case for David Way.

The proposed single space markings will increase available parking and the number and diversity of people who have access to David Way.

Thankyou for your work and your consideration in this matter.

Sincerely,
DOUGLAS HELLINGER

Rosemary Balsley

From: Masao Drexel <masaodrexel@gmail.com>
Sent: Tuesday, March 28, 2023 10:59 AM
To: City Council
Cc: Bonnie Bush; Addison Jacobs; Brynne Hoberg; Don Jacobs; Doug Hellinger; Val Leoffler; Olga de Santa Anna; Vickie and Rodney Maddocks; Lee Taiz; Lincoln Taiz; Nancy Steward; Deborah Elston; Laura Delaney; Kim Dean; Matt Starkey; Carol Polhamus
Subject: Delay to Single Space Parking on David Way
Attachments: Single Space Parking on David Way - compressed.pdf

Dear Mayor and City Council Members,

I have been informed that the discussion regarding single space parking on David Way has been delayed and will be reviewed in a closed session at the next city council meeting. Because I had already prepared a presentation for today's city council meeting I wanted to share the slides with you. The file is 10Mb so I'm not sure if it will go through but I hope it does. I have tried to add in text to explain the slides that had video content or that I was planning to speak about. If you have any questions please let me know.

Best Regards,
Masao Drexel
110 David Way

Overnight Campers on David Way

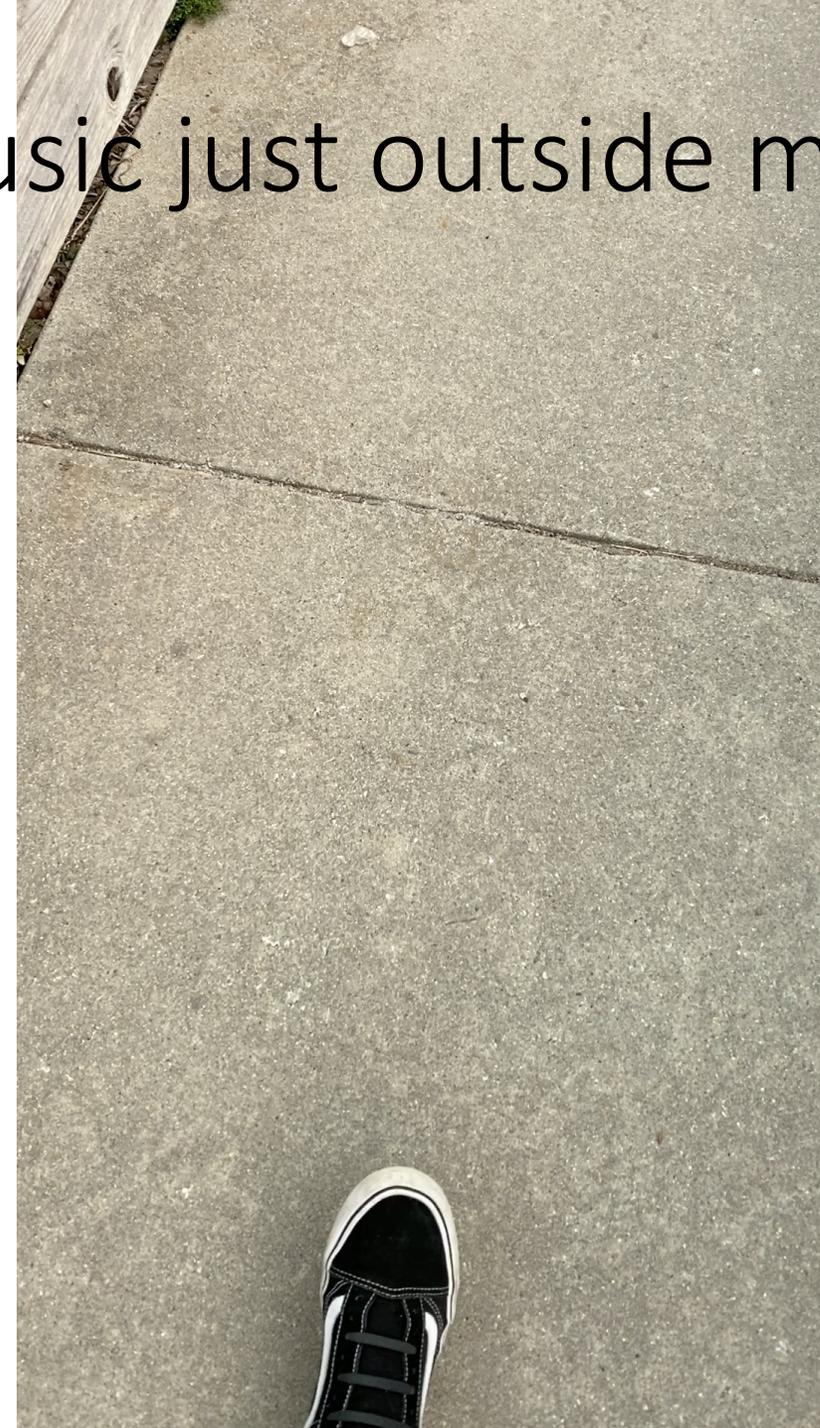
Behaviors and Effects on The
Neighborhood

RV with Hose Connected to Dump Grey Water





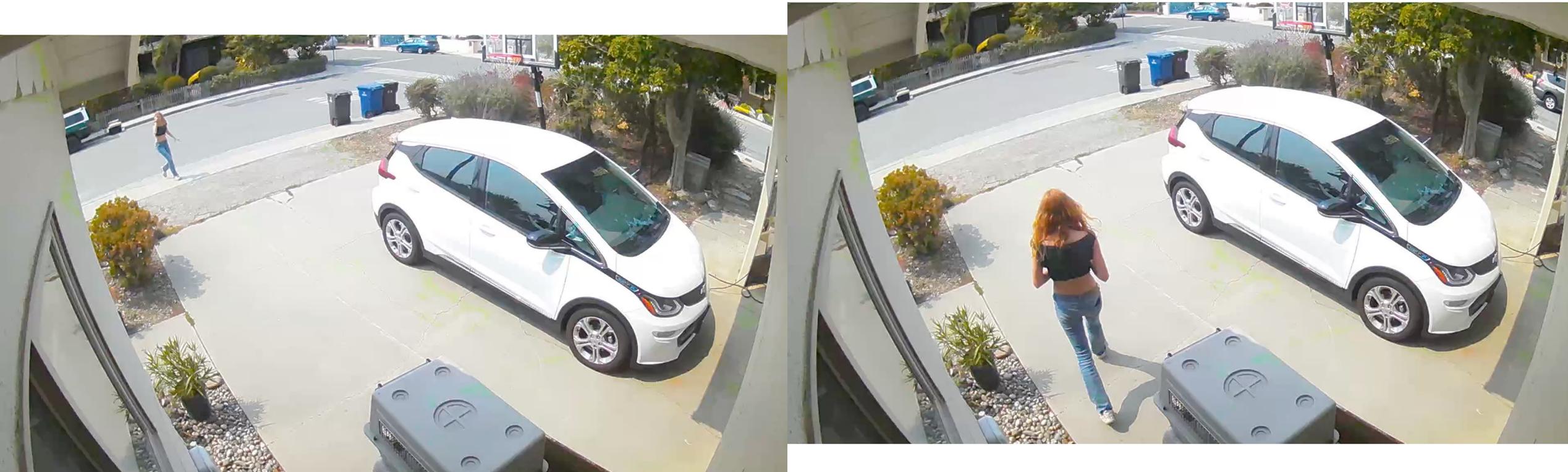
Drummer playing loud music just outside my backyard fence



Parking Filled by RVs and Companion car



Person looking for water to drink tryies to use our hose.



Sunday Morning 3/26



Monday Morning 3/27



Evening of Monday 3/27 on David Way – 3 RVs total (one hidden in photo) 5 overnight vehicles...



Limited parking due to RVs



Limited visibility on corner due to RV



Overnighter urinating on private property



RVs looking into yards and home



Expensive RV enjoying
free beach front
parking





Expensive and “older”
RVs both taking
advantage of free
overnight parking



Entire section of David Way full with RVs / Busses

One RV was labeled with “chool bus” on the outside and a dog was left inside as the owners (young male and female) would use their black Subaru to drive around during the day. The dog would bark at all people passing by and once escaped out into the street until a neighbor was able to catch it and return it to their vehicle.

The same couple would also have frequent domestic disputes on the street yelling at one another.



More Examples



RV and Companion Car staying for many days.
Mannequin chest seems provocative.



Dumped Urine and Fireplace inside RV. Also smoking marijuana just outside my fenceline. Both urine and marijuana could be smelled inside our living room



Rosemary Balsley

From: Lincoln Taiz <ltaiz@ucsc.edu>
Sent: Tuesday, March 28, 2023 11:06 AM
To: Masao Drexel
Cc: City Council; Bonnie Bush; Addison Jacobs; Brynne Hoberg; Don Jacobs; Doug Hellinger; Val Leoffler; Olga de Santa Anna; Vickie and Rodney Maddocks; Lee Taiz; Nancy Steward; Deborah Elston; Laura Delaney; Kim Dean; Matt Starkey; Carol Polhamus
Subject: Re: Delay to Single Space Parking on David Way

Thanks for documenting this so well, Masao! The City Council needs to see this, even though the meeting was cancelled!

Linc

On Tue, Mar 28, 2023 at 10:59 AM Masao Drexel <masaodrexel@gmail.com> wrote:

Dear Mayor and City Council Members,

I have been informed that the discussion regarding single space parking on David Way has been delayed and will be reviewed in a closed session at the next city council meeting. Because I had already prepared a presentation for today's city council meeting I wanted to share the slides with you. The file is 10Mb so I'm not sure if it will go through but I hope it does. I have tried to add in text to explain the slides that had video content or that I was planning to speak about. If you have any questions please let me know.

Best Regards,
Masao Drexel
110 David Way

Rosemary Balsley

From: Carol Polhamus <clpolhamus@icloud.com>
Sent: Tuesday, March 28, 2023 1:33 PM
To: Masao Drexel
Cc: City Council; Bonnie Bush; Addison Jacobs; Brynne Hoberg; Don Jacobs; Doug Hellinger; Val Leoffler; Olga de Santa Anna; Vickie and Rodney Maddocks; Lee Taiz; Lincoln Taiz; Nancy Steward; Deborah Elston; Laura Delaney; Kim Dean; Matt Starkey
Subject: Re: Delay to Single Space Parking on David Way

Masao

You did a great job of documenting some of the issues related to unregulated overnight camping on David Way. Thank you for all the time you took to assemble this and all the preparation you did to present it to council. Even though you weren't able to present it in person, I'm sure reading it will still impact them. I'd also like to suggest you keep this to add to the Coastal Commission hearing on the OVO (which we are now hearing may be sometime in May).

Thank you, again, for doing this.

Carol

Sent from my iPad

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> Masao Drexel

> 110 David Way

>

> <Single Space Parking on David Way - compressed.pdf>

Rosemary Balsley

From: Masao Drexel <masaodrexel@gmail.com>
Sent: Tuesday, March 28, 2023 1:38 PM
To: Carol Polhamus
Cc: City Council; Bonnie Bush; Addison Jacobs; Brynne Hoberg; Don Jacobs; Doug Hellinger; Val Leoffler; Olga de Santa Anna; Vickie and Rodney Maddocks; Lee Taiz; Lincoln Taiz; Nancy Steward; Deborah Elston; Laura Delaney; Kim Dean; Matt Starkey
Subject: Re: Delay to Single Space Parking on David Way

Thank you Carol. I will definitely keep this and I'm happy to share the pictures / videos.

> On Mar 28, 2023, at 1:33 PM, Carol Polhamus <clpolhamus@icloud.com> wrote:

>

> Masao

> You did a great job of documenting some of the issues related to unregulated overnight camping on David Way. Thank you for all the time you took to assemble this and all the preparation you did to present it to council. Even though you weren't able to present it in person, I'm sure reading it will still impact them. I'd also like to suggest you keep this to add to the Coastal Commission hearing on the OVO (which we are now hearing may be sometime in May).

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>> Masao Drexel

>> 110 David Way

>>

>> <Single Space Parking on David Way - compressed.pdf>

Rosemary Balsley

From: Masao Drexel <masaodrexel@gmail.com>
Sent: Monday, May 22, 2023 9:00 AM
To: City Council; Fred Keeley; Bernie Escalante
Cc: Deborah Elston; Carol Polhamus; Nancy Steward; Matt Huffaker; Kim Dean; Lee Taiz; Addison Jacobs; Don Jacobs; Val Leoffler; Doug Hellinger; Brynne Hoberg; Vickie and Rodney Maddocks
Subject: David Way is in need of OVO enforcement

Dear City Council Members, Mayor, and Chief Escalante,

I want to thank those of you that contributed to the OVO being passed by the CCC and ask when we can expect enforcement on David Way? We had four overnight vehicles last night. I'm fearful that David Way has become such a "known location" for overnight camping that it will be hard to change these behaviors. But enforcement will certainly be a step in the right direction. We eagerly await your help.

Thank you,

Masao Drexel

110 David Way





Rosemary Balsley

From: Lee Taiz <leetaiz@cruzio.com>
Sent: Monday, May 22, 2023 10:58 AM
To: City Council
Cc: Bernie Escalante
Subject: Overnight/long term camping on David Way

I greatly appreciate all of you who helped to pass the Oversize Vehicle long term parking ban.

It's disappointing to see that it is not being enforced. David Way is still the campground of choice for OV vehicles that stay overnight and then beyond, making parking for other cars impossible and degrading the neighborhood in other ways. Without enforcement, the law will mean nothing. In order to convince the perpetual , ever-returning, long-term parkers that this is unacceptable and **illegal** , strict enforcement is essential. Our street is a well-known destination for perpetual, repeat, long-term parking, and those who are in this loop will need to be convinced that enforcement will happen.

Lee Taiz
328 Oxford Way
Santa Cruz, CA 95060





City Council AGENDA REPORT

DATE: 05/31/2023

AGENDA OF: 06/27/2023

DEPARTMENT: City Manager

SUBJECT: Five-Year Strategic Plan (CN)

RECOMMENDATION: Motion to provide feedback for the first draft of City of Santa Cruz's five-year strategic plan.

BACKGROUND: In late summer of 2022, the City issued a request for quotes to vendors to help develop and update the City's strategic plan (Strategic Plan). In October 2022, the City selected Baker Tilly. With a time horizon of Fiscal Year 2024 through FY 2029, the Strategic Plan focused on engaging with the Santa Cruz City Council, City staff, and community members to revisit and discuss the vision, focus areas, and strategies for the future. The development process was divided into two parts: putting together an environmental scan and strategic planning.

The environmental scan aimed to highlight local trends to inform the discussion of potential focus areas and key strategies for the City over the next five years. In addition, the data helped strategic plan participants examine what's happening within the community and better anticipate the opportunities and challenges that lie ahead.

The other strategic planning components included 275 community survey responses, 13 director survey responses, six Council interviews, historical research, past media stories, and two workshops.

DISCUSSION: On April 18, 2023, the City hosted a Council study session and workshop on the Strategic Plan. As a result, draft vision, focus areas, and strategies associated with each focus area were developed. All of this information is compiled into the attached "City of Santa Cruz Strategic Plan" draft document. Highlights include:

Vision Statement

A vibrant, healthy, and resilient community for all. *Find your joy in Santa Cruz.*

Focus Areas:

- Fiscal Sustainability and Transparency
- Strong Business Communities and a Vibrant Downtown
- Housing
- Homelessness Response

- Public Safety and Community Well-Being
- Natural and Built Infrastructure
- Thriving Organization

FISCAL IMPACT: None.

Prepared By:
Emeline Nguyen
Principal Management
Analyst

Submitted By:
Laura Schmidt
Assistant City Manager

Approved By:
Matt Huffaker
City Manager

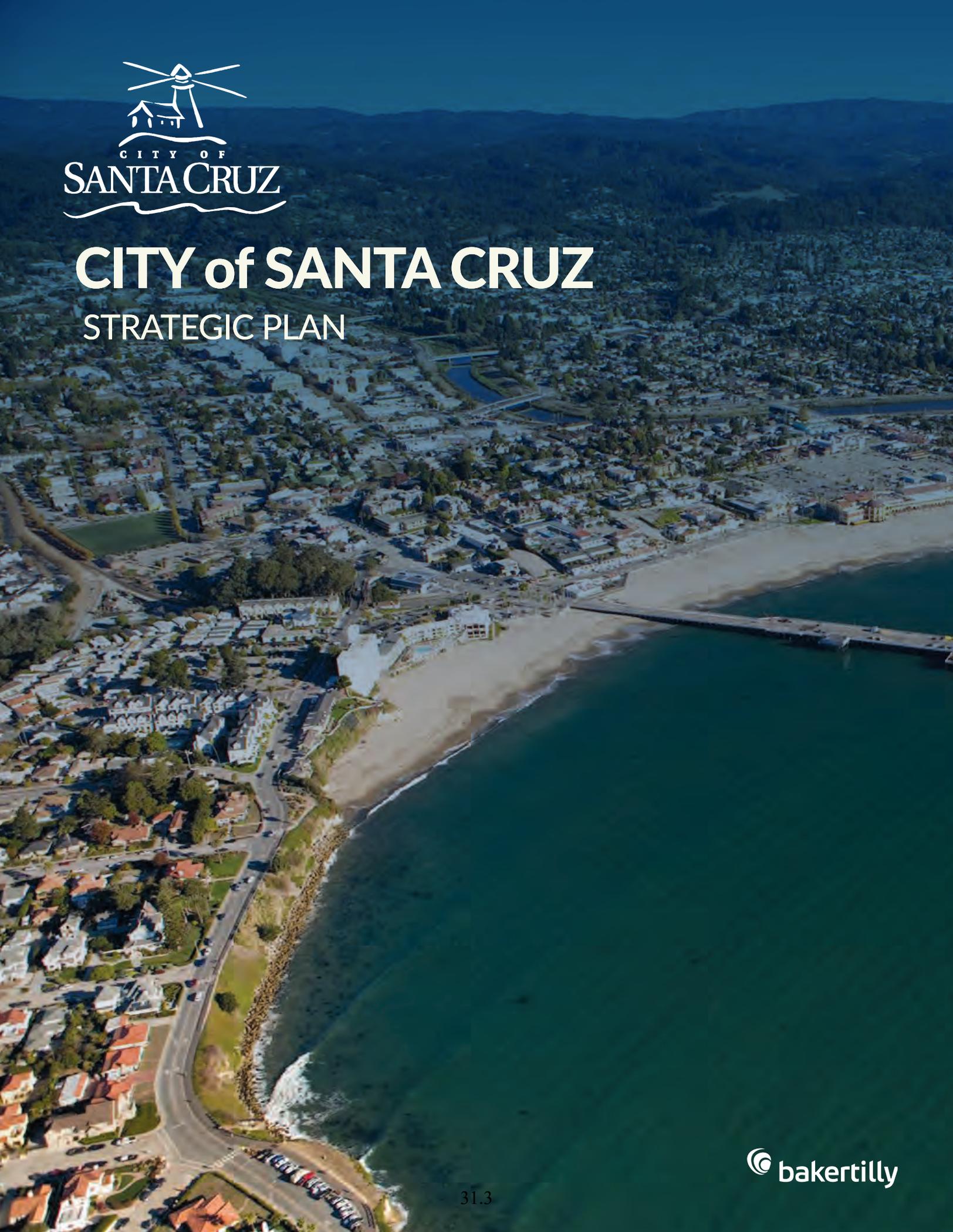
ATTACHMENTS:

1. City of Santa Cruz Draft Strategic Plan.PDF



CITY of SANTA CRUZ

STRATEGIC PLAN





A Message from the Mayor

Creating a vibrant, healthy, and resilient community for all is more than a simple statement—it is the vision we hold dear for Santa Cruz. We recognize that bringing this vision to life necessitates thorough planning and conscious policy direction. It requires active involvement from our community, collaboration with our partners, and the dedication of our staff to turn vision into meaningful action.

Your City's elected leadership is fully committed to Santa Cruz's Fiscal Year 2024-2029 Strategic Plan, which centers around the priorities identified by our community. The Strategic Plan serves as our compass, guiding us towards a City where everyone can find their joy. It empowers us to take meaningful steps that enhance the vibrancy of Santa Cruz, promote the well-being of our residents, and ensures our resiliency.

I look forward to working with you, in community and in service, as we realize our plan together.

A Message from the City Manager

With great enthusiasm and anticipation for the journey ahead, I am proud to share our five-year Strategic Plan. This ambitious plan is the culmination of extensive collaboration, incorporating guidance from the City Council, insights from the community, and valuable feedback from our dedicated leadership team and City staff.

Our focus areas highlight the pillars that will shape our collective success - from fiscal sustainability and transparency to a thriving organization - together we will make this vision a reality.

I extend my heartfelt gratitude to everyone who contributed to this important initiative. Your guidance, input, and feedback have been critical to our success. Collectively, we will transform this vision into a reality, creating a Santa Cruz where all residents can thrive.



City Councilmembers

- Mayor Fred Keeley
- Vice Mayor Renee Golder
- Councilmember Sandy Brown
- Councilmember Sonja Brunner
- Councilmember Shebreh Kalantari-Johnson
- Councilmember Scott Newsome
- Councilmember Martine Watkins

Leadership Team Members

- Matt Huffaker, City Manager
- Laura Schmidt, Assistant City Manager
- Lisa Murphy, Deputy City Manager
- Bonnie Bush, City Clerk
- Lee Butler, Planning and Community Development Director
- Elizabeth Cabell, Finance Director
- Anthony Condotti, City Attorney
- Sara DeLeon, Chief People Officer
- Tony Elliot, Director of Parks and Recreation
- Bernie Escalante, Police Chief
- Bonnie Lipscomb, Economic Development and Housing Director
- Rosemary Menard, Water Director
- Ken Morgan, Director of Information Technology
- Nathan Nguyen, Director of Public Works
- Robert Oatey, Fire Chief
- Yolande Wilburn, Library Director

A well-designed strategic plan is like a reliable roadmap that points out a destination and provides a clear and concise path to reach it.

This strategic plan establishes priority areas of focus for the City over the next five years, highlights specific strategies that will be executed to achieve desired outcomes, and establishes a framework to keep the public updated on the City's progress.

STRATEGIC PLAN OVERVIEW

The Strategic Plan is a living document, featuring a framework that balances the needs of the community and the City's resource capacity.

A citywide Strategic Plan is fundamental to successful work planning. It is a policy document that reflects the policy priorities of the City Council. It informs budgeting and annual staff work plans. After adoption, staff integrates the policy focus areas into its operations and workplans. Staff also reports back regularly to Council on progress.

STRATEGIC PLAN FRAMEWORK



- **The vision** sets the focus for the future. It is an aspirational statement of where the organization wants to be.
- **Focus areas** will guide the direction and focus of the organization for the next several years. They are closely aligned with the vision and state the desired outcomes to be achieved. They help City leaders decide which of the many worthy projects should be done and when, within available resources.
- **Goal statements** elaborate what is to be achieved in each focus area.
- **Strategies** express how the City plans to accomplish its goals. They articulate the means to achieve desired outcomes for each strategic focus area. Strategies generally include broad areas to pursue, rather than individual projects.
- **A workplan** is the blueprint for carrying out the strategic plan. It contains the detailed steps that must be taken to assure that the goals and strategies are achieved. Workplans are developed and used by staff to provide a framework for determining specific timelines, assignments, and resource allocations. They are a management tool to help the organization assure that goals are attained and are well suited to periodic check-in about progress, changes or challenges.

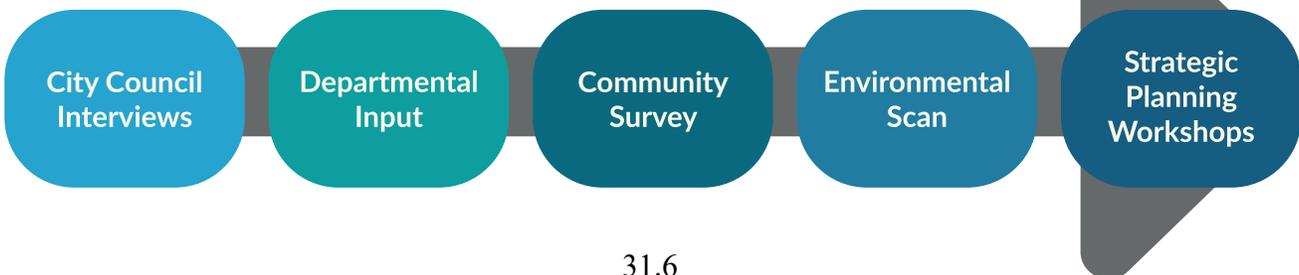


STRATEGIC PLANNING PROCESS OVERVIEW

This strategic plan is the culmination of many activities. An overview of the process is outlined below.

- **Council Interviews.** Council members and the Mayor participated in individual interviews as a starting point for the process.
- **Department Director Input.** Department heads provided input on the draft focus areas, goal statements and strategies through a questionnaire and then participated in a workshop held January 31, 2023 to review information gathered in the process.
- **Community Survey.** 275 community members responded to a survey to provide input regarding strategic plan priorities for the City of Santa Cruz. The survey was deployed from December 15, 2022 to January 9, 2023 in both English and Spanish via the City’s social media channels. The compiled responses informed the City Council workshop held April 18, 2023.
- **Environmental Scan.** An environmental scan is a document that provides an overview of factors (internal and external) that impact the community and the organization to set the context for the strategic plan and inform the discussion about goals and strategies.
- **Strategic Planning Workshop.** A City Council workshop was held April 18, 2023 to identify vision, goals, and strategies for the strategic plan.

OVERVIEW OF THE PROCESS

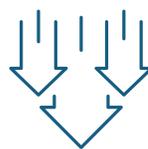


STRENGTHS, CHALLENGES, OPPORTUNITIES, AND THREATS

Proposed strategic areas of focus were informed by the strengths, challenges, opportunities and threats identified through engagement activities. The major themes are presented below.

STRENGTHS

- Natural environment; mild climate
- Beautiful place to live
- Passionate, engaged community
- Committed employees
- Parks and open spaces
- Reputation for being welcoming of diversity
- Climate action and sustainability programs
- Teamwork amongst City staff
- Thriving arts community



CHALLENGES

- Rising home prices, lack of affordable housing
- Impacts of homelessness, including environmental damage
- Workforce stability
- Recruiting and retaining talent
- Critical infrastructure needs
- Limitation of resources
- Pressure of policy demands
- Transition to Council districts
- Unsustainable service level expectations
- Budget not fiscally sustainable ("unfunded mandates")

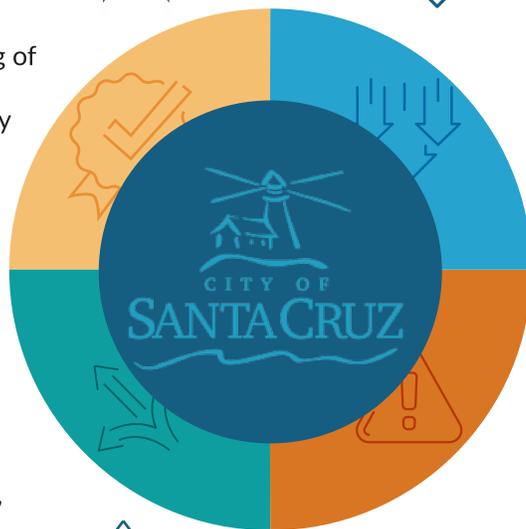
OPPORTUNITIES

- Clean and safe parks and open space
- New governance structure (e.g., directly elected Mayor)
- Increased collaboration between the City, County, and University
- Expanded community engagement to bring in more voices
- Support for housing creation for low- and moderate-income households, including workforce housing
- Downtown Plan Expansion
- Investment in community beautification projects
- Support for workforce development and attracting higher-paid jobs



THREATS

- Water supply security for the community
- Distrust in government narrative
- Climate change vulnerability
- Lawsuits
- Mental health and substance abuse crises
- Impacts of unanticipated weather events; emergencies
- Developing a reputation as unsafe or unclean



OUR VISION

A vibrant, healthy, and resilient community for all.

FIND YOUR
JOY
in
SANTA CRUZ



FOCUS AREAS AND STRATEGIES

Seven multi-year focus areas have been established. These identify intended outcomes to be achieved through an associated set of strategies.



Fiscal Sustainability and Transparency

Ensure that the city is on a strong financial trajectory, through planful investments and revenue development.



Strong Business Communities and a Vibrant Downtown

Cultivate a thriving downtown and local businesses citywide to support economic health and vitality.



Housing

Create and preserve housing for all with a focus on affordable and workforce housing.



Homelessness Response

Working with the County, move toward positive outcomes in homelessness response, safety and health, balancing the interests of persons who are unhoused and housed, and the business community.



Public Safety and Community Well-Being

Provide public safety services that support well-being and healthy communities.



Natural and Built Infrastructure

Invest in sustainable, climate-adapted infrastructure and community assets.



Thriving Organization

Advance a high-performing organization where employees are empowered to deliver outstanding services to the community.



Fiscal Sustainability and Transparency

Ensure that the city is on a strong financial trajectory, through planful investments and revenue development

Proposed Strategies

- Identify creative and expanded revenue approaches that provide sufficient resources and facilities to deliver services and programs that reflect the uniqueness of Santa Cruz
- Identify and adopt short- and long-term service priorities and fund them within available resources
- Develop financing strategies for capital investments and deferred infrastructure needs as identified in the long-range financial plan
- Evaluate cost recovery levels and identify fees that need to be updated
- Create community participation opportunities and training to increase understanding of the City's financial standing and transparent fiscal decision making
- Modernize financial management software to streamline and automate the City's processes, help identify patterns and data trends, and improve accuracy
- Leverage grant funding and advocate for resources at the state and federal levels





Strong Business Communities and a Vibrant Downtown

Cultivate a thriving downtown and local businesses citywide to support economic health and vitality.

Proposed Strategies

- Support and expand Santa Cruz's diverse and robust businesses
- Promote Downtown as a safe, youth- and family-friendly center for commerce, housing, and transportation
- Implement the Downtown Plan Expansion, including a permanent arena for the Santa Cruz Warriors
- Grow events and cultural activities in the downtown, wharf and other commercial areas (i.e., midtown, westside, lower Seabright, Harvey West industrial area) to attract residents and visitors
- Activate City programs and other efforts to enhance and enliven Downtown, including along the river, and other commercial areas (for example, placemaking attractions like pop-ups, outdoor dining, public art, beautification programs)
- Invest in public and green spaces to create a welcoming, safe and attractive place to spend time





Housing

Create and preserve housing for all with a focus on affordable and workforce housing.

Proposed Strategies

- Support diversity in housing types and affordability levels to accommodate present and future housing needs of Santa Cruz residents
- Implement policies and programs that promote fair housing and equitable access to housing opportunities
- Certify and implement the Housing Element to increase housing production and enable increased funding eligibility
- Leverage partnerships, government resources, and private financing to create affordable and transitional housing projects in the community
- Support housing production for permanent supportive housing and low-, very low-, and extremely-low income housing
- Ensure development is adequately balanced with increasing demand on city services





Homelessness Response

Working with the County, move toward positive outcomes in homelessness response, safety and health, balancing the interests of persons who are unhoused and housed, and the business community.

Proposed Strategies

- Reduce the presence and social and environmental impacts of encampments in the City
- Seek funding for capital investment for homelessness response
- Contribute to the development of temporary shelter and interim housing in a manner that supports rehousing people
- Collaborate with our community partners to create a regional approach to homelessness
- Identify and leverage existing county resources and funding to connect individuals with resources
- Provide services for people at risk of eviction to prevent homelessness
- Maintain and update the Homelessness Response Action Plan, with specific focus on developing service delivery and accountability metrics
- Provide outreach services for people living outdoors and in vehicles so they can be connected to housing and support services
- Advocate with the state and federal government for improved mental health and substance use disorder support



Public Safety and Community Well-Being

Provide public safety services that support well-being and healthy communities.

Proposed Strategies

- Collaborate with stakeholders and allied agencies to find areas for increased alignment and accountability
- Evaluate and potentially establish an Integrated Health Response Team for the City
- Conduct a standards of coverage study for Fire to identify issues and needs
- Determine feasibility and funding of a regional public safety training center
- Identify opportunities for fire shared services and facilities with neighboring agencies
- Evaluate opportunities to utilize new technology, including replacement of aging radio/communication infrastructure, to enhance public safety effectiveness and efficiency
- Seek community input to better define an updated view of public safety
- Create opportunities for pro-social youth activities





Natural and Built Infrastructure

Invest in sustainable, climate-adapted infrastructure and community assets.

Proposed Strategies

- Address deferred maintenance of critical infrastructure (e.g., water pipes, wharf, streets)
- Invest in technologies to preserve, protect, and enhance current and future infrastructure
- Maintain and further develop a skilled and trained workforce that can plan, develop, implement and operate climate adapted infrastructure projects, facilities and community assets
- Improve public transportation infrastructure to increase equitable access to sustainable travel options
- Identify and prioritize needed capital investments to support climate adaptation and achieve sustainability goals
- Continue aggressively identifying and pursuing grant, public-private, and low-interest loan financing programs, including becoming educated on how to best plan and structure projects to be grant-eligible



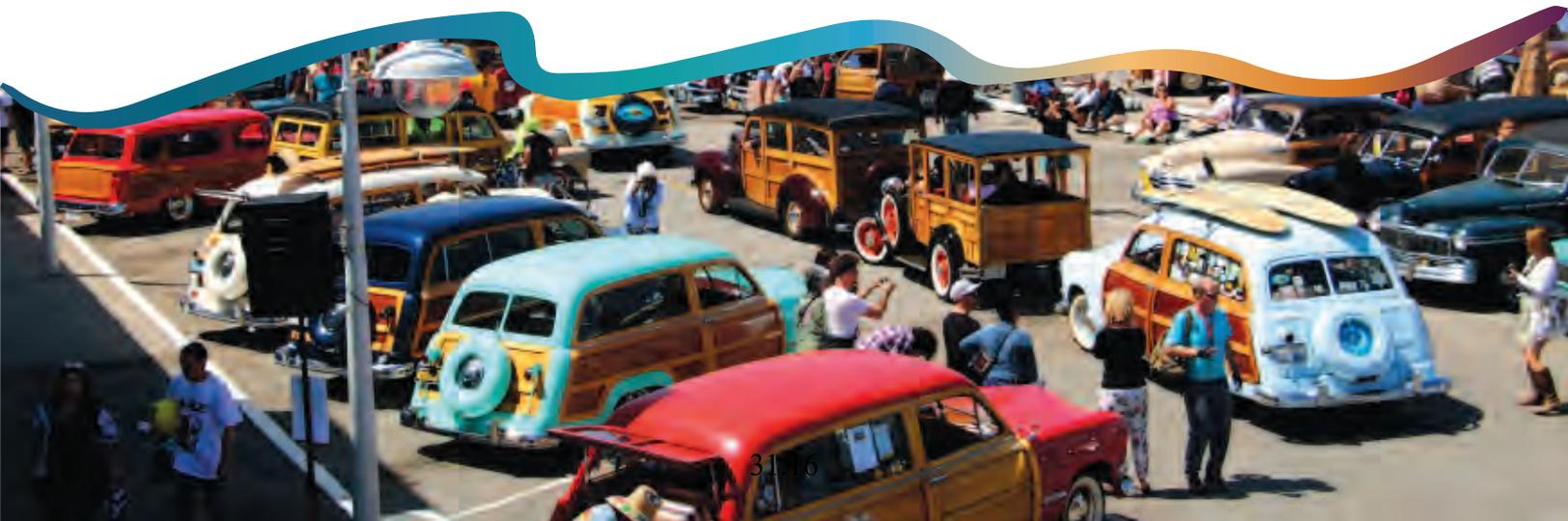


Thriving Organization

Advance a high-performing organization where employees are empowered to deliver outstanding services to the community.

Proposed Strategies

- Foster a positive workplace culture where all employees are valued, included, listened to, and supported
- Increase employee engagement and recognition to ensure employees are productive and feel connected
- Address recruitment and retention challenges
- Drive diversity, equity, and inclusion efforts to strengthen sense of belonging among City staff
- Create opportunities for training and professional growth for employees at all levels
- Collaborate with regional agencies (Cabrillo College, Santa Cruz City Schools, etc.) and employers to develop a more direct workforce development and recruitment pipeline for the City
- Invest in tools, policies, and training to prioritize staff safety
- Continuously improve and modernize City service delivery



CONCLUSION

- This Strategic Plan is designed to guide the work and future of the City of Santa Cruz. The plan articulates the vision for the City and establishes a set of focus areas and strategies to guide the work of the City of Santa Cruz over the next several years.
- An accompanying bi-annual strategic plan status will report on progress related to the focus areas.
- The Strategic Plan reflects the guidance and input of the City Council, results of a community survey, and feedback from City executive staff and managers.
- Thank you to everyone who contributed to this important initiative and everyone who will help make the vision a reality.





CITY OF SANTA CRUZ
809 Center Street, Santa Cruz, CA 95060



City Council AGENDA REPORT

DATE: 05/31/2023

AGENDA OF: 06/27/2023

DEPARTMENT: City Manager

SUBJECT: 2022 Commission for the Prevention of Violence Against Women
(CPVAW) Annual Report (CM)

RECOMMENDATION: Receive the 2022 Commission for the Prevention of Violence Against Women (CPVAW) Annual Report.

BACKGROUND: The Commission for the Prevention of Violence Against Women (CPVAW) was established by Ordinance No. 81-29. According to the ordinance, Section 5(f) states: “The Commission shall submit annually, and the City Council review and act upon a report documenting, in detail, City, community, and police efforts to carry out the purposes of this ordinance.”

In the past, annual reports to the City Council varied and included CPVAW’s work, recommendations to the City Council on efforts to reduce and prevent sexual assaults and domestic violence, data trends, accomplishments, program/event offerings, a listing of partners, and future priorities.

Past reports covered a bi- or tri-annual periods, and as of CPVAW’s February 1, 2023 meeting, the committee members agreed to return to an annual basis.

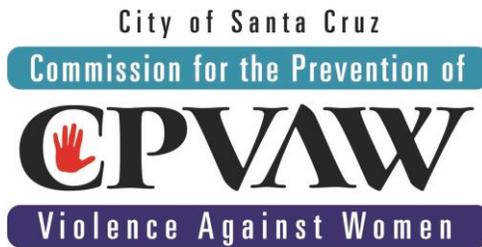
DISCUSSION: The 2022 CPVAW Annual Report outlines the members’ work to address violence against women in the community. The issues of sexual assault and domestic violence are the primary focus of the programs. Details are outlined in the attachment (2022 CPVAW Annual Report). If there are questions or comments, the CPVAW Commissioners encourage members of the public to attend their regularly scheduled meetings on the first Wednesday of February, March, May, August, September, and November at 6:30 pm in City Council Chambers.

FISCAL IMPACT: None.

Submitted By:
Danielle Long
Chair

ATTACHMENTS:

1. 2022 CPVAW ANNUAL REPORT.PDF



Dear Mayor Keeley and Councilmembers:

This report outlines a summary of key accomplishments and a more detailed narrative report of the efforts in 2022 of the Commission for the Prevention of Violence Against Women (CPVAW) of the City of Santa Cruz.

Summary of Key Accomplishments

- Scheduled eight (8) meetings to discuss priorities.
- Advanced the mission by collaborating with local stakeholders and law enforcement to ensure best practices to respond to and prosecute violent crimes against women.
- Hosted a three-day event from October 18-20 to mark Domestic Violence Awareness Month by engaging the City of Santa Cruz in a film, sign-making, speakers, poets, and music to inform the public of the many levels of violence prevention and connecting community resources to the public.
- Created different themed Public Service Announcements (PSAs) that are shared across various networks to bring awareness of the issues and open dialogue in our community around healthy and positive sex education, the importance of reporting sexual assault, the devastating harm of intimate partner violence, and how to access support.

Narrative Report

In 2022, CPVAW had seven (7) members appointed by the City Council. Those Commissioners included Chair Dena Loijos, Vice Chair Danielle Long, Commissioner Ann Simonton, Karen Madura, Rachel Kippen, Brandon Bollinger, and Krissie Olsen. CPVAW met via Zoom on January 13, 2022, March 2, 2022, May 4, 2022, June 29, 2022, August 3, 2022, September 7, 2022, and November 2, 2022. Additionally, the members convened for a Special Meeting on May 7, 2022, to discuss projects, goals, and work plan with the facilitator, Nicole Lezin, of Cole Communications.

The mission of CPVAW is to collaborate with local stakeholder partners and law enforcement to ensure best practices to respond to and prosecute violent crimes against women. Therefore, this year, CPVAW prioritized collaborating with various stakeholders, new community groups, organizations, and community leaders, as well as increasing visibility through social media and CPVAW's website to serve as a resource and hub for community members. These collaborations and focus on increased visibility were prioritized with a collective vision in mind: to prevent sexual assault, sexual harassment, and intimate partner violence in the City of Santa Cruz.

A significant event that brought together the community after several years of the pandemic making it difficult to convene in person was the events held during Domestic Violence Awareness Month on October 18-20. The series of events started with a premiere screening at the Del Mar Theatre Landmark of the powerful documentary titled "My name is Andrea," which

sets out to show the life of feminist activist, scholar, and public figure Andrea Dworkin, the impacts of patriarchy and discrimination that women face, and the important collective work in combating those social and cultural oppressive forces. Dworkin's work drew connections between racism, classism, and sexual assault. There was a compelling discussion amongst those in attendance, a statement from CPVAW, and Mayoral Declaration from former Mayor Brunner. There were over 125 community members present and tabling with resources from Walnut Avenue Family & Women's Center and Monarch Services.

A sign-making event was held at the Santa Cruz Museum of Art & History (MAH) following the documentary screening. Space was available for community members to come together, make signs supporting sexual violence, and hold space to collectively dream and share ideas about a world and community free of rape, sexual harassment, and femicide. Community members across Santa Cruz, staff at the MAH, CPVAW Commissioners, and members of the UCSC's The Womxn's Center were in attendance.

Finally, CPVAW hosted a rally and a march to close out the three-day event during Domestic Violence Awareness Month at Santa Cruz County Courthouse. It was the first community event since the pandemic to mark 41 years of CPVAW. There was a fantastic lineup of speakers, including members of the community, jazz singer Tammi Brown, UCSC Professor Emeritus Donna Haraway, UCSC American Indian Resource Center Director Angel Riotutar, UCSC Cantu Queer Center Director Delfin W. Bautista, authors, poets, community activists, and City Councilmember Kalantari-Johnson. Music was led by the choral group Yalalati directed by Heather Houston. Despite the cold weather, CPVAW marched collectively, recorded the event, and posted it on YouTube for members who could not participate and view it at their convenience. One speaker Bhavananda Lodkey wrote about her experience speaking, and the history of the CPVAW poster "Imagine a Violence-Free World" was documented in the newspaper *The Network* in the issue Feb/March 2023.

Moreover, CPVAW worked to increase public information surrounding current trends in the prevention of sexual violence by distributing educational and preventative messages that were printed on coasters and posters and distributed across the City at frequented bars and restaurants, as well as collaborating with Gadgetbox to produce three (3) 20-second spots that highlighted:

1. How harm and abuse start with jealousy and control;
2. How Intimate Partner Violence (IPV) can quickly escalate into physical violence over simple things like eating dinner;
3. How IPV can alter the lives of children who witness violence in the home and how threats can lead to murder.

Two (2) other one-minute PSAs were created. The first was coordinated with SANE, which trains all the local nurses, and offers a comprehensive, free medical exam at no cost for anyone sexually assaulted. The spot encourages victims to reach out and report with or without the involvement of police or having to report. The second featured a father and son talking about sex and the many resources online that share scripts, so parents don't have to reinvent the wheel. Their job is to become a trusted ally above all, and if they find violent porn that their child has

watched, do not panic, never shame or blame the child and talk about it only when you are both ready and willing.

Despite the many challenges of the pandemic, the backsliding of years of progress through the overturning of *Roe v. Wade*, and the continued increase of domestic violence that the community faced during the pandemic, CPVAW is proud to serve the Santa Cruz community and City Council by continuing to work towards its collective vision in ending sexual assault, sexual harassment, and domestic violence through prevention, educational programs, and public policy. Other priorities include:

- Make ending violence against women the highest priority in the City of Santa Cruz;
- Ensure collaboration with other public and private agencies to support existing programs and support the development of new programs as needed;
- Facilitate meaningful citizen participation in the work of the Commission and continue working with local organizations and law enforcement to develop strategies for the successful prosecution and conviction of the crimes of violence against women.

CPVAW would like to thank the City of Santa Cruz and the City Council for their support and continued prioritization of working to prevent sexual violence in the community.

Sincerely,

Commission for the Prevention of Violence Against Women:

Chair Danielle Long

Vice Chair Ann Simonton

Commissioner Anissa Novak

Commissioner Brandon Bollinger

Commissioner Gabriela Trigueiro

Commissioner Ilene Feinman

Commissioner Karen Madura



INFORMATION REPORT

COUNCIL MEETING

6/27, 2023

DATE: June 16, 2023

TO: Mayor and City Councilmembers
DEPARTMENT: City Manager's Office
SUBJECT: Quarterly Grant Report – Fiscal Year 2023 as of March 31, 2023

APPROVED:

DATE: 06-20-23

In accordance with Council Policy 14.3, the City Manager's Office transmits to the City Council a quarterly report that contains information about the grants the City of Santa Cruz is receiving. This report is for the quarter that ended March 31, 2023. The next report will cover FY 2023 through June 30, 2023.

The attached spreadsheets provide grant detail on funding source (Federal, State, or Local), grantor or granting program, project title, department receiving the funds, description of the project, and financial data including total grant award, amount of funds received from grantor, and the grant balance.

Please let me know of your questions.

Submitted by:

Laura Schmidt
Assistant City Manager

Attachment: Quarterly Grant Report – FY 2023 as of March 31, 2023

Grant Report											
Dept.	Source	Grantor/Program	Project #	Project Title	Project Summary	New Grant this Fiscal Year	Award Fiscal Year	Grant	Grant Revenues Collected in FY23 as of 03/31/23	Total Grant Revenues Collected as of 03/31/23	Grant Balance (Collections) Remaining as of 03/31/23
Community Development Block Grant	F	U.S. Department of Housing & Urban Development	h511209	Teen Center Operating	Funding for Teen Center operations.	x	2023	35,000	35,000	35,000	-
	F	U.S. Department of Housing & Urban Development	h511603	Nueva Vista Community Resource Center	Nueva Vista Resource Center (formerly known as Familia Center), has two programs assisted with CDBG funding. Client Services provides assistance to families through advocacy and support, information, referrals, follow up, educational workshops, youth enrichment programs, and emergency food and clothing. The Beech Flats Community Center provides youth programs and activities as well as serving as a community center for the neighborhood.	x	2023	100,000	51,121	51,121	48,879
	F	U.S. Department of Housing & Urban Development	h512004	CRLA Rental Housing Counseling	Services to provide Rental Housing Counseling.	x	2023	25,000	5,369	5,369	19,631
	F	U.S. Department of Housing & Urban Development	h512006	CDBG Rehab Program Delivery Costs	Rehabilitation Program Delivery Costs.	x	2023	5,000	1,920	1,920	3,080
	F	U.S. Department of Housing & Urban Development	h512007	Pogonip Farm Capital Campaign - Kitchen	CDBG funding for Homeless Garden Project Pogonip Kitchen.		2020	100,000	-	-	100,000
	F	U.S. Department of Housing & Urban Development	h512103	Senior Center Renovation-Parks & Rec CIP	CDBG funding for renovation of Market St Senior Center.		2021	210,000	14,062	14,062	195,938
	F	U.S. Department of Housing & Urban Development	h512113	Homeless Infrastructure Projects-CM	CDBG funding of homeless related capital expenditure projects.	x	2022/2023	444,734	153,890	153,890	290,844
	F	U.S. Department of Housing & Urban Development	h512115	CDBG Admin & Planning	Administration funding to partially support 4 staff persons, training and other expenses incurred for operation of the CDBG and HOME Programs and related consultant contracts.	x	2023	123,513	75,898	75,898	47,615
	F	U.S. Department of Housing & Urban Development	h512201	CDBG Second Harvest Food Bank	CDBG funding for food banks.	x	2023	25,000	25,000	25,000	-
	F	U.S. Department of Housing & Urban Development	h512202	Parks & Rec - CDBG Senior Studio	CDBG funding for Slab, ADA ramp and wiring for installation of modular senior studio at Louden Nelson.		2022	50,000	-	-	50,000
	F	U.S. Department of Housing & Urban Development	h512301	Parks & Rec - CDBG Depot Park Reno	CDBG funding for bathroom remodel, plumbing, floor and wall repairs, etc.	x	2023	62,000	-	-	62,000
	F	U.S. Department of Housing & Urban Development	h512302	CFSC - SCAP Housing Renovation	CDBG funding for affordable housing safety and renovations at affordable housing site.	x	2023	93,411	-	-	93,411

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

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HOME Investment Partnerships Program	Economic Development	U.S. Department of Housing & Urban Development	h511403	HOME - Security Deposit Program	To provide security deposit assistance for qualified households that have requested assistance and do not have other means of paying for part or all of the security deposits.		2022	100,000	-	-	100,000			
			h512001	HOME Admin & Planning	Administration funding to partially support 4 staff persons, training and other expenses incurred for operation of the HOME Program.	x	2023	53,983	-	-	53,983			
			h512303	HOME- ARP Pacific Station North	Metro mixed use affordable housing project north of Maple Alley.	x	2023	1,434,354	-	-	1,434,354			
			h512304	HOME- Pacific Station North Afford House	Metro mixed use affordable housing project north of Maple Alley	x	2023	1,800,000	-	-	1,800,000			
ED	F	Economic Development Administration	c512203	EDA Wharf Piling Replacements	EDA grant to replace wharf pilings at the former Miramar restaurant location.		2022	620,000	-	-	620,000			
			c512204	Tannery Dance & Performance Building	Construction of a Dance & Performance Building on the Tannery Arts Center campus.		2022	3,960,000	-	-	3,960,000			
			g510801	SCMTD Pacific Station Project	MOU dated October 2007 for COSC management of the Pacific Station Project.		2013	232,500	40,796	-	191,704			
			g512103	PLHA	Permanent Local Housing Allocation funding from State HCD.		2022	676,239	-	-	676,239			
			h512203	Local Housing Trust Fund (LHTF) 2020	LHTF funding for Pacific Station South and Downtown Library and Affordable Housing Project. Contract finalized with State HCD in FY22 with contract 20-LHTFCOM-15788.		2022	5,000,000	1,155,000	-	3,845,000			
			h512305	Local Housing Trust Fund (LHTF) 2021	LHTF funding for Pacific Station South and Downtown Library and Affordable Housing Project. Contract finalized with State Housing and Community Development (HCD) in FY23 for 2nd round LHTF funding cycle 2021.	x	2023	5,000,000	-	-	5,000,000			
			City Manager	S	California Coastal Commission	g102301	SC Coastal Adaptation Monitoring Prog.	The City of Santa Cruz proposes to develop a smart coastal change monitoring program for incorporation into its LCP through a targeted amendment. The goal of the project is to develop, codify and initiate deployment of a coastal change monitoring program in order to implement the City's adaptation pathways approach to coastal management in the face of climate change.	x	2023	180,100	4,228	4,228	175,872
						g102302	NSF - Coastal Change Monitoring	The City is a subrecipient of grant funds from the National Science Foundation. Funds will be used to hire 1 temp employee to work on project.	x	2023	10,600	-	-	10,600
						g402206	Mobile Solar Battery EV Charger	Grant funded mobile EV charger and trailer will be procured and delivered for public/employee use at Civic parking lot when not in use as a regional mutual aid asset during emergency power outages.		2022	109,031	85,523	85,523	23,508

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

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Police	F	U.S. Department of Justice	g200001	Bulletproof Vest Partnership Grant	Funding for the purchase of bulletproof vests.	x	2023	18,000	-	-	18,000
	S	CA State AVA Funds	g200013	Abandoned Vehicle Abatement Program	The City receives revenue from the Vehicle Abatement Authority. This revenue funds the Vehicle Abatement Officer and the Program's equipment and maintenance costs. The Abandoned Vehicle Abatement Program is managed by the State Highway Patrol, they distribute funds to participating counties, which then distribute funds to the cities.	x	2023	70,000	58,191	58,191	11,809
	F	U.S. Department of Justice	g202003	BJA FY20 Coronavirus Emergency Supplemental Funding	Supplemental funding for COVID-19 expenses from 1/20/20 through 1/31/22.		2020	107,845	-	-	107,845
	F	State Office of Traffic Safety	g202201	Selective Traffic Enforcement Prog. FY22	Best practice strategies including impaired driving, night-time, and special enforcement operations will be conducted to reduce the number of persons killed and injured in vehicle collisions.		2022	85,000	5,110	19,210	65,790
	S	CA Office of Traffic Safety	g202202	P.O.S.T. Reimbursable Training	California Police Officer Standards and Training (POST) reimbursable training for law enforcement staff.		2022	95,487	18,380	22,894	72,593
	F	Homeland Security	g202301	FY20 - SHSG	California State Homeland Security Project 004 purchase of security equipment.	x	2023	50,497	-	-	50,497
	F	State Office of Traffic Safety	g202302	Selective Traffic Enforcement Prog. FY23	Annual Traffic Enforcement grant providing officer enforcement overtime, training and equipment to ensure safe, sober driving in Santa Cruz.	x	2023	97,000	-	-	97,000
	S	State COPS (Citizens' Option for Public Safety Program)	g202172	SLESF Personnel AB 1913	Annual funds from the State COPS (Citizens' Option for Public Safety Program) to reimburse for an officers salary and benefits.	x	2023	129,305	129,305	129,305	-
	S	Coastal Conservancy	g212103	Vegetation Mgmt Wildland Urban Interface	Remove vegetation in the wildland urban interface to reduce the spread of fire from the forest to the City.		2021	100,000	4,876	97,510	2,490
	S	Department of Forestry and Fire Protection	g212301	WUI Vegetation Mgmt Moore Cr/Hwy 9 Cor	The purpose of this project is to conduct vegetation management activities to reduce fire risk and increase fire department access to the Moore Creek Preserve and Pogonip open spaces, both designated as Wildland Urban Interface.	x	2023	150,000	-	-	150,000
S	Department of Forestry and Fire Protection	g212302	Five Year Community Wildfire Resiliency	Hire consultants to work with SCFD to put together a 5 year wildfire vegetation management plan.	x	2023	13,000	13,000	13,000	-	
S	Coastal Conservancy	g212303	Coastal Conservancy Grant-Pogonip/Arana	Grant awarded by the Coastal Conservancy relating to Vegetation Management and Equipment purchase for related activities in Pogonip/Arana Gulch Open Spaces to improve fire road access and reduce vegetation in the wildland urban interface.	x	2023	219,499	-	-	219,499	

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

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Planning	S	California Department of Housing and Community Development	g502001	SB2 Grant Objective Development Standard	Creation of objective development standards for multi-family and mixed use housing, funded by an SB2 grant from California Department of Housing and Community Development.		2020	310,000	-	-	310,000
	S	Regional Early Action Plan (REAP), California Department of Housing and Community Development	g502101	Downtown Expansion Plan (REAP)	Downtown Plan Expansion development including research, community outreach, project management development of plan, etc.		2021	300,000	94,934	177,812	122,188
	S	CA Dept of Housing & Community Development	g502201	LEAP-Housing Element & Downtown Plan Exp	Funding from HUD to support the City's Housing Element, CEQA, and other costs associated with the Downtown Plan Expansion.		2022	300,000	-	-	300,000
Parks & Rec	S	Cal Trans	c301913	Beach Street Restrooms	Renovate the Beach Street Restrooms.		2019	727,862	7,960	7,960	719,902
	S	California Department of Parks and Recreation - Per Capita Program	c302217	Garfield Park Playground	Pour in place surface with new playground.		2022	177,952	-	-	177,952
	S	California Natural Resources Agency	g301901	Pogonip Nature Loop Trail	Funding for trail improvements along the Pogonip Creek Trail, including the creation of a gathering place and installation of new interpretive panels along the route.		2019	96,000	-	47,051	48,949
	S	CalRecycle	g302101	CalRecycle - Moore Creek Clean-Up	Removal of debris from Moore Creek Nature Preserve and added area improvements.		2021	48,461	3,750	37,500	10,961
	S	CalRecycle	g302102	CalRecycle - Sycamore Grove Clean-Up	Clean-up Sycamore Grove and added area improvements.		2021	46,635	31,136	46,635	-
	F	US Fish and Wildlife Service	g302202	FWS Grant for Arana Gulch Tarplant Recov	Support Arana Gulch population recovery of the endangered Santa Cruz tarplant.		2022	22,050	14,520	14,520	7,530
	F	Dept of Toxic Substances Control	g302301	Equitable Community Revitalization Grant	Pogonip Lower Meadow remediation. The project will position the city to remediate the Pogonip Lower Meadow, improving the land quality.	x	2023	317,279	-	-	-

33.5

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

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CIP	F	California Energy Commission	c101701	Space Utilization Design for City Hall	Space Utilization Design for City Hall. FY18 includes funds for remodeling the Annex and relocating Current Planning, Code Enforcement and Building to Downstairs and Future Planning and Housing upstairs. Includes ADA improvements to Downstairs restroom and parking lot.		2020	9,700	-	-	9,700
Parking	s	State Water Resources Control Board	c400002	Soquel Garage Comingled Plume	Ongoing hazardous waste cleanup monitoring.		2005	555,720	-	514,505	41,215
Gas	F,s	California Department of Transportation, Proposition 1B Funds/ SCRTC - RSTP	c400805	State Route 1/5 Intersection Improvements	To reduce congestion and improve safety.		2008	5,041,000	-	2,186,000	2,853,000
CIP	s	California Department of Transportation/ SCRTC - RSTP	c400809	City Arterial & Collector Street Recon/O	Includes pavement reconstruction, overlay, cape and slurry seal, and asphalt grinding of city arterial and collector streets for maintenance and reconditioning.		2018/2019	600,000	-	-	600,000
Gas	F,L	Monterey Bay Unified Air Pollution Control District	c401103	Bay/High Intersection Improvements	With General Plan buildout this intersection will operate at LOSF and will help prevent collisions associated with unprotected left turns. The proposed improvements are based on recommendations of a transportation study. Improvements may include the installation of protected left turns on High Street or a roundabout.		2019	430,000	-	30,000	400,000

33.6

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

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Gas	F	U.S. Department of Transportation	c401303	Beach/Cliff Traffic Signal	Project is in the approved Beach/SOLA plan and will reduce congestion, and improve pedestrian and bike safety.		2020	160,000	-	-	160,000
Gas	F	U.S. Department of Transportation	c401402	State Route 1 Bridge Replacement	The Project Study Report (PDS) has identified the need to replace and widen the critical Highway 1 bridge over the San Lorenzo River. The City has completed the PDS and will start environmental review and design, as staff resources become available. The PDS was approved by Caltrans. The projects goals are to improve traffic capacity, safety, flood flows and fish passage, and provide seismic stability. With the current deteriorated condition of the bridge, replacement is highly recommended. The PDS estimates the construction cost range from \$9 to \$15 million. A grant application has not yet been filed.		2020	500,000	-	-	500,000
Public Works	L	County Sanitation District	c401405	WWTF-Electrical System	The 21kV electrical system feed powers the entire treatment plant. Replacement of critical components which include the main switchgear, cabling and transformer, are needed as they reach the end of their useful life as experienced by reliability and performance issues. The County pays 8/17 of the cost based on the wastewater treatment capacity dedicated to the County.		2014	1,882,352	10,670	125,145	1,757,207
Wastewater	L	County Sanitation District	c401407	WWTF Water Piping Rehabilitation	A wastewater treatment facility on site reclaimed water supply piping evaluation has shown the system is suffering from corrosion and water pressure reduction and in need of a system replacement. Sporadic repairs/replacement have been done by City staff over the years, however the system is at the point of requiring a comprehensive overhaul. County pays 8/17 of cost based on wastewater treatment facility capacity dedicated to County.		2014	470,588	95,165	95,165	375,423
CIP	F,S	California Department of Transportation, California Coastal Conservancy, Pacific Gas & Electric	c401413	MB Sanctuary Scenic Trail Segment 7	Includes the portion of the MBSC Trail (rail trail) Segment 7 that is within the city limits, from Natural Bridges to the Sanctuary Center at Pacific and Beach.		2014	14,408,287	868,551	6,052,838	8,315,450

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

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CIP	F	STIP Statewide Transport Improv. Program	c401501	West Cliff Drive Stabilization	This project proposes to place additional engineered rock protection as needed where areas have been damaged by King tides in recent years and to prevent damage to the West Cliff path. FY2016 funding was used to repair two locations near Woodrow and a sink hole at a retaining wall near Woodrow. Priority is to protect the base of the retaining wall near Woodrow. Other areas are identified in the West Cliff Drive Plan.	x	2023	1,500,000	-	-	1,500,000
Wastewater	L	County Sanitation District	c401504	WWTF Ultraviolet Disinfections Sys Repl	Replace the existing and aging ultraviolet light disinfection system, including controls and lamps, with current technology. There are energy savings expected with the new system. County pays 8/17 of cost based on wastewater treatment facility capacity dedicated to County.		2015	2,447,058	-	2,128,844	318,214
CIP	s	California Department of Transportation	c401505	Chestnut Street Storm Drain Replacement	The Chestnut Street Storm drain, north of Laurel Street to Church Street, is in very poor condition and should be replaced. There have been 3 cave-ins in the last fiscal year. The design process is complete and has determined the extent of the deterioration and all sections must be replaced.		2015	1,000,000	917,037	917,037	82,963
Wastewater	L	County Sanitation District	c401607	WWTF--Upgrade Digester Equipment	The project includes redesigning the existing laboratory consistent with its mission by improving microbiological, chemical and toxicological methods in support of permitting and environmental requirements for NPDES plant processes and community dischargers. The design may be initiated in FY2019 and constructed in FY 2021. County pays 8/17 of the cost based on the wastewater treatment facility capacity dedicated to County.		2016	729,411	-	403,181	326,230
Wastewater	L	County Sanitation District	c401608	WWTF--Laboratory Modernization	The project includes redesigning the existing laboratory consistent with its mission by improving microbiological, chemical and toxicological methods in support of permitting and environmental requirements for NPDES plant processes and community dischargers. The design may be initiated in FY2019 and constructed in FY 2021. County pays 8/17 of the cost based on the wastewater treatment facility capacity dedicated to County.		2016	235,294	-	-	235,294

33.8

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

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Wastewater	L	County Sanitation District	c401706	WWTF Infra. and Major Equip Study	Implement recommendations of the Wastewater Treatment Facility (WWTF) Infrastructure and Major equipment Study which prioritizes equipment replacement and upgrades. County pays 8/17 of cost based on wastewater treatment capacity dedicated to County.		2017	3,320,723	9,353	602,670	2,718,053
CIP	F,L	California Active Transportation Program and Land Trust of Santa Cruz County	c401804	MB Sanctuary Scenic Trail Segments 8 and 9	Funding for the design and environmental review of the rail trail segments 8 and 9. A non-infrastructure component for safety, education, and encouragement is included as part of project.		2018	27,569,000	2,070,985	2,693,817	24,875,183
CIP	F	STIP Statewide Transport Improv. Program	c401805	Swanton Blvd Multi-use Trail Connector	This project proposes a 10-12 foot wide multi-use trail along Swanton Blvd. from West Cliff to Delaware, and along Delaware to Natural Bridges Drive. Improved lighting, curb ramps, islands, signs and striping are proposed at the intersection. This project fills a missing gap between West Cliff Drive and Mission Street Extension, providing improved and safer access to many public, commercial and residential activity centers. This multi-use trail is adjacent to Natural Bridges State Park and State Parks is supportive of the project.		2018	1,700,000	-	-	1,700,000
Gas	s	California Department of Transportation and Transportation Development Act Funding	c401902	Pacific Avenue Sidewalk - Front to Second	Project proposes to address an important missing link by constructing 200 lineal feet of sidewalk on the east side of Pacific Avenue, between Front and Second Streets, and extending the bike lane. The diagonal parking will be replaced with parallel parking and will result in the loss of about 4 spaces. Drainage will be readdressed.		2020	300,000	50,000	300,000	-
Storm Water	s	Active Transportation Program (ATP)	c401910	San Lorenzo River Walk Lighting	The approved project application to add additional pedestrian scale lighting to the levee system was approved by the State in the 2017 Active Transportation Program Augmentation process and includes decorative LED lighting from the Water Street Bridge to the Highway 1 Bridge on both sides of the levee. Design funds are programmed in 2020 and construction funds in 2021.		2019	970,000	338,123	867,551	102,449

33.9

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

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Gas	S	California Department of Transportation	c402113	Acquisition Citywide Streetlights	Purchase of the existing streetlight system in the City of Santa Cruz, owned by Pacific Gas & Electric.		2021	12,260	12,260	12,260	
Refuse	S	CalRecycle	c402202	RRF Household Hazardous Waste Fac. Impr.	The City of Santa Cruz Household Hazardous Waste Collection Facility (HHWCF) requires facility improvements to achieve State certification. The improvements include replacement of asphalt flooring with a secondary contained concrete pad, chemical resistant epoxy coating, standard of care ramps, signage and fencing, and installation of an emergency shower/eye-wash station, among other tasks.		2022	323,826	223,826	223,826	100,000
Wastewater	L	County Sanitation District	c402205	WWTF-CMMS Upgrade	Replace the Computerized Maintenance Management System (CMMS) program currently used to maintain all equipment and piping at the Wastewater Treatment Facility (WWTF) and the Wastewater Collection System > Santa Cruz County Sanitation District (SCCSD) will pay 8/17th of WWTF portion of project.		2022	235,294	16,500	18,355	216,939
CP	S	Monterey Bay Air Resources District & Central Coast Community Energy (3CE)	c402214	Electric Vehicle Charging Station Expan.	This project consists of development, design and installation of networked level 2 electric vehicle charging stations and networked DC fast chargers and all associated infrastructure upgrades required at locations to be determined during development. As recommended by the recently completed Public Electric Vehicle Charging Needs and Use study and Electric Vehicles owner surveys, the project will provide an appropriate level of charging infrastructure for the anticipated increase in electric vehicles within and visiting Santa Cruz.		2022	200,000			200,000
Gas	S	Highway Safety Improv. Program (HSIP)	c402215	Unsignalized Crossing Improv. Project	Installation of Rectangular Rapid Flashing Beacons (RRFB) at (6) unsignalized locations to improve pedestrian safety, including pedestrian signs, advanced yield lines with associated signs, high visibility crosswalk markings. Locations include Laurel at Washington, Water at May, River South at Pedestrian Bridge, Chestnut at Church, High at Spring, and Almar at Rail Trail.		2022	247,100	1,450	1,450	245,650

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

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Gas	s	Highway Safety Improv. Program (HSIP)	c402216	Adv. Dilemma Zone Detec. & Retroreflect	At signalized intersections, install advanced dilemma zone detection to reduce the number of drivers that may have difficulty deciding whether to stop or proceed during a yellow phase as they approach the intersection. Upgrade all signal heads with retroreflective back plate, yellow/orange border, to improve visibility of traffic signal faces both during the day and night.		2022	1,257,600	123	123	1,257,477
Gas	s	California Department of Transportation	c402304	Bay Dr. Protected Bike Lanes and Pedestrian Path	Improve bike and pedestrian safety on Bay Drive between Escalona Drive and Nobel Drive/Iowa Drive. Southbound improvements to include a reduction to one travel lane to accommodate a protected bike lane. Northbound improvements to include a lane reduction to one travel lane to accommodate a protected bike lane and two-way pedestrian path.	x	2023	250,000	-	-	250,000
Gas	F, L	U.S. Department of Transportation - Highway Bridge Replacement & Rehabilitation Program (HBRR), California Department of Transportation, Santa Cruz County	c409321	Murray Street Bridge Seismic Retrofits	Seismic retrofit of existing Murray Street bridge (36C0108). Project #SC 37.		2009	11,860,631	8,906	9,484,523	2,176,107
Wastewater	L	County Sanitation District	c409669	Jesse Street Marsh	Funding to implement components of the approved management plan for Jesse Street marsh and park area as needed, including drainage modifications. This project is being coordinated with Parks and Recreation. County pays 8/17 of cost based on wastewater treatment facility capacity dedicated to County.		2003	152,888	214	113,212	39,676
CIP	s	Wildlife Conservation Board	c601403	SLR Mouth & Lagoon Mgmt. Plan Development	Addresses public and private infrastructure flooding that results from high waters on the San Lorenzo River during the summer months, while mitigating impacts to wildlife habitat.		2019	2,669,851	-	163,150	2,506,700
Refuse	s	CalRecycle C.A Department of Conservation	g400202	CA Beverage Container Recycling Grant	The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for the California local government agencies, to promote increased recycling of beverage containers throughout California and reduce the beverage container litter in the waste stream.		2003	251,373	-	241,973	9,400

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

Dept.	Source	Grantor/Program	Project #	Project Title	Project Summary	New Grant this Fiscal Year	Award Fiscal Year	Grant	Grant Revenues Collected in FY23 as of 03/31/23	Total Grant Revenues Collected as of 03/31/23	Grant Balance (Collections) Remaining as of 03/31/23
Refuse	L	Green Business Certification Program	g401902	CA Green Business Network/CA EPA grant	To support the City's Green Business Program, Coordinator and intern for FY 18 and FY 19 to do audits, outreach and marketing and some other general support for the Green Business Certification Program.		2019	50,797	-	45,797	5,000
			g402103	Electric Refuse Hauler Emission Reduct.	California Air Resources Board guidance for the AB2766 grant program directs MBARD to select cost-effective projects that directly reduce vehicular emissions such as zero emission vehicles. This grant will allow the City to purchase an EV refuse truck.		2021	580,000	-	-	580,000
General	F	CA Office of Traffic Safety	g402201	OTS Pedestrian & Bike Safety	Office of Traffic Safety Pedestrian and Bicycle Safety Program		2022	60,000	4,159	59,735	265
General	s	CalRecycle	g402202	Encampment Clean-up - SC Mem. Cemetery	This grant is reimbursable by CalRecycle. CalRecycle has agreed to for us to move the balance to the Metro clean-up project (g402101) and the unused Lee St clean-up project (g402102) for the much needed location behind the cemetery.		2022	78,506	52,207	72,070	6,436
Refuse	s, L	Central Coast Community Energy Monterey Bay Air District	g402203	Electric Refuse Hauler Vehicle	California Air Resources Board guidance for the AB2766 grant program directs MBARD to select cost-effective projects that directly reduce vehicular emissions such as zero emission vehicles. This grant will allow the City to purchase an EV refuse truck. This will replace a Refuse rear loader in Collections-Recycling.		2022	371,757	-	-	371,757
General	s	Monterey Bay Air District	g402204	Electric St. Maint. Dump Truck Veh#504	California Air Resources Board guidance for the AB2766 grant program directs MBARD to select cost-effective projects that directly reduce vehicular emissions such as zero emission vehicles. This grant will allow the City to purchase a dump truck for the Streets division. It will replace veh# 504.		2022	178,243	-	-	178,243
Refuse	s	Central Coast Community Energy (3CE)	g402205	Mobile Solar Battery EV Charger	Central Coast Community Energy (3CE) is offering grants for EV Fast-Track incentives. Energize is authorized to apply for such grants on behalf of the City. This grant will allow the City to purchase the Freewire portable battery to charge medium and heavy duty zero emission vehicles (ZEVs).		2022	89,776	-	-	89,776

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

Dept.	Source	Grantor/Program	Project #	Project Title	Project Summary	New Grant this Fiscal Year	Award Fiscal Year	Grant	Grant Revenues Collected in FY23 as of 03/31/23	Total Grant Revenues Collected as of 03/31/23	Grant Balance (Collections) Remaining as of 03/31/23
Gas	s	Transportation Development Act	m400819	West Cliff Multi-Use Path Pavement Rehab	This project will address some of the deferred maintenance of the path surface with patching, edge repair and slurry paving of the multi-use path. The first phase from Bay to Lighthouse Field was completed in FY 2012 and the second phase from Lighthouse to John Street was completed in FY 2015. The third phase is being developed for construction in FY2021 following the storm damage repair near Chico Ave.		2018	200,000	137	137	199,863
Gas	s	California Department of Transportation	m401302	Bridge Maintenance	Repair of identified maintenance deficiencies such as damaged deck joints, concrete spalling and rust on several local bridges. Repairs have been identified through regular inspections by Caltrans Structures staff. Contingent on availability of state or federal grant funding.		2013	180,000	-	-	180,000
Gas	s	Transportation Development Act	m409308	Bicycle Parking Program - Maintenance	Development of bicycle parking facilities and improvements at high use areas.		2008	9,431	-	7,431	2,000
Gas	s	Transportation Development Act	m409335	Bikeway Striping - Minor Imp Maintenance	Annual restriping of the City's 30 miles of bikeways, maintenance of bikeways, and minor improvements to bikeways in the City.	x	2022/2023	80,000	40,000	40,000	40,000
Wastewater	L	County Sanitation District	m409659	WWTF Equipment Replacement	The projects proposed in this general category are a variety of projects that replace worn and obsolete equipment, improve automation, reduce energy, maintain environmental compliance and reduce odors at the Wastewater Treatment Plant. County pays 8/17 of cost based on wastewater treatment facility capacity dedicated to County.		2020	470,588	4,931	4,931	465,657
Wastewater	s	County Sanitation District	m409668	Neary Lagoon Park Rehab-Maint. (Annual)	Rehabilitation and improvements to boardwalks, pathways, restrooms, parks building and natural areas. Removal of tules and sediment as required to maintain open waterways. Improvements are based on the approved Neary Lagoon Management Plan and various studies. County pays 8/17 of the cost based on wastewater treatment facility capacity dedicated to County and environmental mitigation requirements of the secondary treatment facility.	x	2022/2023	364,706	174,228	174,228	190,478
General	L	Local Contributions	p402001	Street Smarts Traffic Safety Program	Street Smarts Traffic Safety and Vision Zero Program	x	2023	30,000	30,000	30,000	-

CITY OF SANTA CRUZ
List of Current Grants
As of March 31, 2023

Dept.	Source	Grantor/Program	Project #	Project Title	Project Summary	New Grant this Fiscal Year	Award Fiscal Year	Grant	Grant Revenues Collected in FY23 as of 03/31/23	Total Grant Revenues Collected as of 03/31/23	Grant Balance (Collections) Remaining as of 03/31/23
Water	F	FEMA Hazard Mitigation	c702002	Brackney Landslide Area Pipeline Risk Reduction	The Newell Creek Pipeline in the Brackney landslide area is susceptible to damage from repeated landslides. This project will relocate approximately 2,250 feet of the pipeline to increase pipeline resiliency and the reliability of supply from Loch Lomond. This project is currently funded by the FEMA Hazard Mitigation Grant Program. This project is a continuation of work and supersedes c701803-Brackney Landslide Risk Reduction.		2020	1,211,871	490,020	1,033,021	178,850
	L	Department of Water Resources.	c702205	Intertie 1 - Santa Cruz-Scotts Valley	This project will link the City of Santa Cruz and Scotts Valley Water District through the construction of a nearly 2-mile intertie pipeline with SVWD. The Pipeline will be along La Madrona Drive, from Kite Hill Tank in Pasatiempo to the intertie pump station. The project has received a no-match grant from the Department of Water Resources.		2022	6,620,108	1,986	1,986	6,618,122
	L	Department of Water Resources - Local Sponsor Agreement with Santa Cruz Mid-County Groundwater Basin	c702101	ASR - Mid County Existing Infrastructure Component 2	Component 2 includes an Aquifer Storage and Recovery (ASR) project at an existing groundwater well field known as the Beltz well field located in the Santa Cruz Mid-County Groundwater Basin (Basin). Component 2 will enable the injection of excess surface water, treated to drinking water standards, into Basin aquifers for use as an underground storage reservoir that may be extracted during periods of water supply shortages or drought.	x	2023	1,650,000	-	-	1,650,000
	L	Department of Water Resources - Local Sponsor Agreement with Santa Cruz Mid-County Groundwater Basin	c701705	Groundwater Sustainability Plan (GSP); Component 4	Component 4 will conduct analyses and modeling to inform and advance the implementation of selected high priority Projects and Management Actions (PMAs) identified in the GSP. Activities will include data gap analyses; groundwater modeling; hydraulic modeling; water quality analyses within a regional compatibility/optimization assessment; economic analyses, needs assessment on environmental compliance, permitting, water rights, and interagency coordination; and an assessment of operational strategies.	x	2023	950,000	-	-	-

The prior years audited schedule of expenditures of federal awards(SEFA) is provided for purposes of additional analysis as required by the Uniform Guidance presented through the Single Audit Report(SAR), which can be found here: <https://www.cityofsantacruz.com/government/city-departments/finance/financial-reports>.



INFORMATION REPORT

COUNCIL MEETING

6/27, 2023

DATE: June 15, 2023

TO: City Manager

DEPARTMENT: Finance

SUBJECT: Portfolio Management Report – Pooled Cash and Investments as of May 31, 2023

APPROVED: 

DATE: 06-20-23

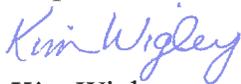
Attached is the Portfolio Management Report for the City’s internal investment pool as of May 31, 2023. The Finance Department will continue to provide a separate expanded summary report of market conditions and current investment activity at the end of each quarter.

The report provides information about how most funds held by the City are pooled and invested. It includes charts and graphs that reflect the investment distribution by issuer, pooled portfolio by detail, projected cash flow from maturing investments, historical portfolio yields for the investment pool, and yield comparisons with other investment benchmarks. Pooled investments reported here do not include certain unpooled City investments that are required by bond and loan covenants to be held separately. Those unpooled investments are described on a quarterly basis in a separate information report entitled “Portfolio Management Report – Unpooled Cash and Investments.”

Most of the pool is deposited with the State of California Local Agency Investment Fund (LAIF), which provides a stable, liquid investment vehicle for the City. The City also invests in U.S. Treasuries and federal agency securities. The federal government may call higher yielding agency investments prior to maturity, and if not needed for current expenditures, the proceeds from called bonds are reinvested at rates consistent with market conditions. The attachments show some declines in market value, but overall, the City’s average yield to maturity is rising. As of May 31, 2023, the City’s rate of return, based upon yield to maturity for outstanding investments, is 2.915%.

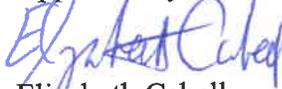
The Finance Department will continue to review all investments in the pooled cash and investment accounts to ensure that the primary objectives of safety and liquidity are being met, consistent with the City’s Investment Policy. Once those requirements are satisfied, staff will strive to maximize the yield on the City’s investments.

Prepared by:



Kim Wigley
Finance Manager

Approved by:



Elizabeth Cabell
Finance Director

Attachment: Pooled Investment Report

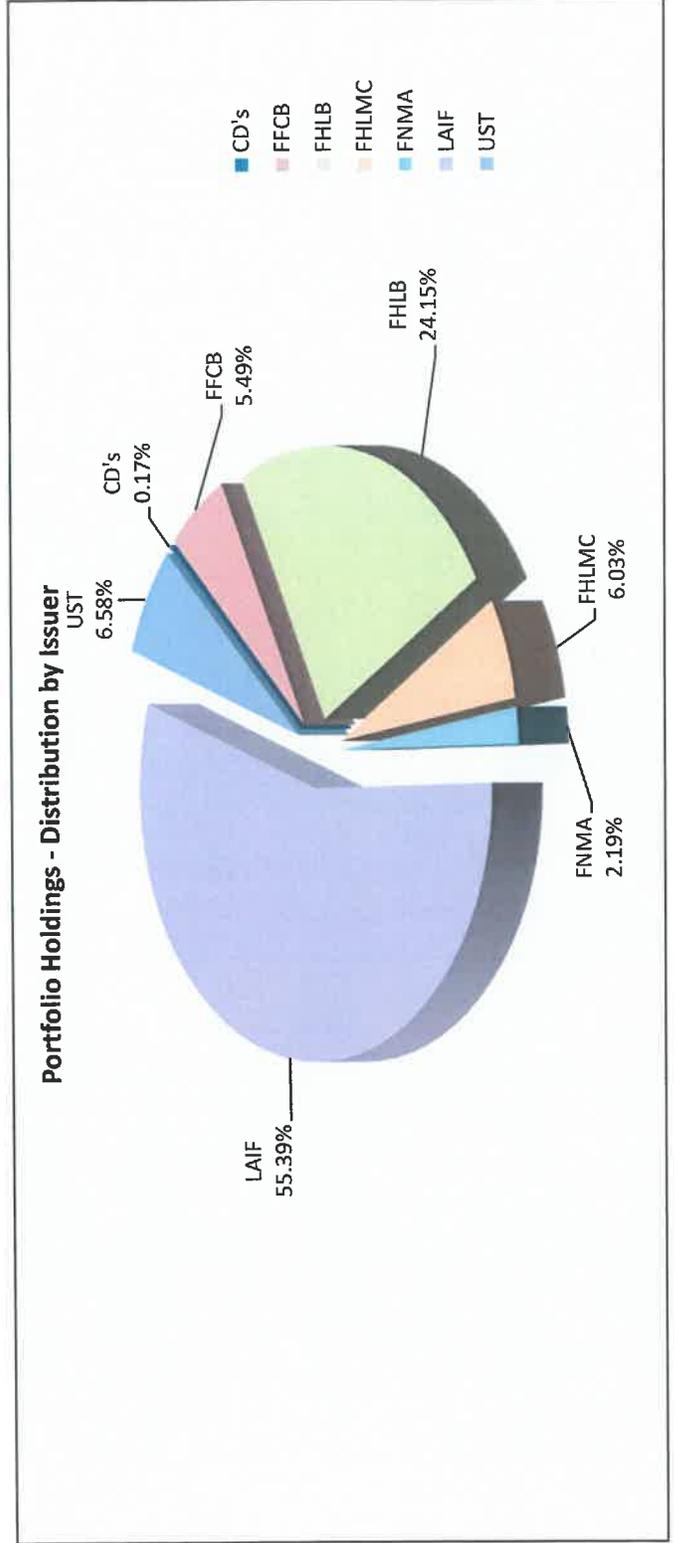
FN FYI Pooled Cash and Investments - Monthly

FN FYI 34.1 371

City of Santa Cruz
 Santa Cruz Pooled Portfolio Summary
 As of 5/31/2023

Issuer	Par Value	Market Value	Cost	Days To Call/ Maturity	Yield to Maturity @ Cost	% of Portfolio
Local Financial Institution Certificates of Deposit	308,779.76	308,779.76	308,779.76	682	1.473	0.17%
Federal Farm Credit Bank (FFCB Bond)	10,000,000.00	9,891,090.00	9,920,460.00	975	4.227	5.49%
Federal Home Loan Bank (FHLB Bond)	44,025,000.00	41,085,312.75	43,864,950.00	98	1.806	24.15%
Federal Home Loan Mortgage Corporation (FHLMC Bond)	11,000,000.00	10,732,990.00	11,000,000.00	47	3.679	6.03%
Federal National Mortgage Association (FNMA Bond)	4,000,000.00	3,790,060.00	3,959,020.00	168	2.551	2.19%
Local Government Investment Pool (LAIF)	100,961,547.90	99,599,609.84	100,961,547.90	1	2.993	55.39%
US Treasury Notes (UST)	12,000,000.00	11,754,130.00	11,709,140.63	257	4.676	6.58%
Total / Average	182,295,327.66	177,161,972.35	181,723,898.29	102	2.915	100.00%

Earnings	Month Ending 5/31/23	Fiscal Year To Date
Interest/Dividends	620,886.75	3,645,208.09

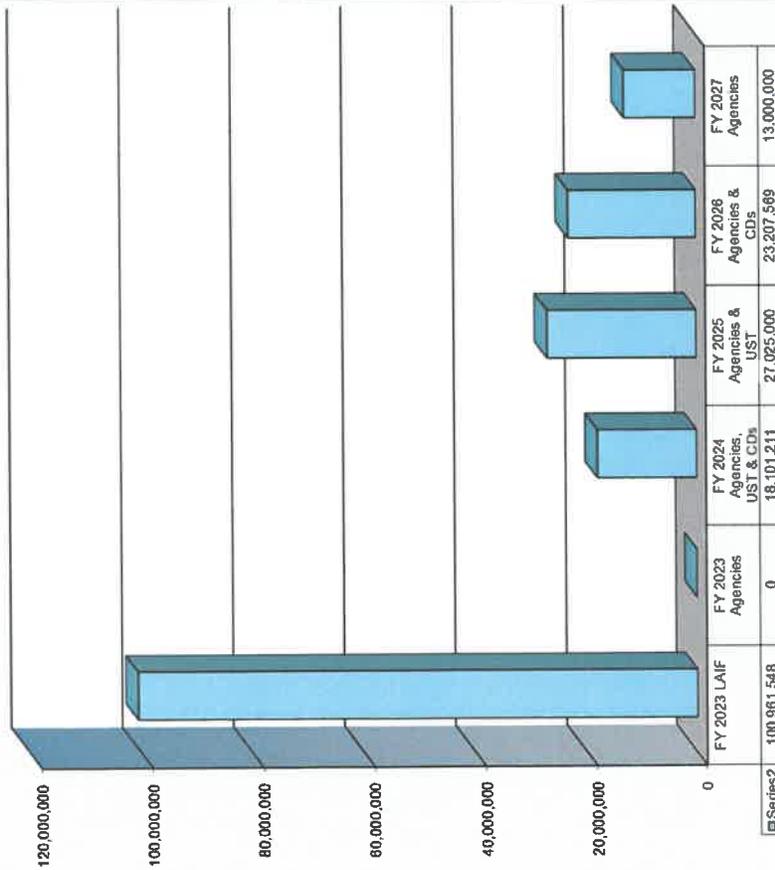


Issuer	Description	CUSIP/Ticker	Coupon Rate	Maturity Date	Next Call Date	Face Amount/Shares	Market Value	Cost Value	Days To Call/Maturity	YTM @ Cost
Certificate Of Deposit										
Comerica Bank	Comerica Bank 3.05 12/14/2023	CD-CB06	3.050	12/14/2023		101,211.19	101,211.19	101,211.19	197	3.050
Santa Cruz County Bank	Santa Cruz County Bank 0.4 12/1/2025	CD-SCCB07	0.400	12/1/2025		102,438.65	102,438.65	102,438.65	915	0.400
Santa Cruz County Bank	Santa Cruz County Bank 1 12/9/2025	CD-SCCB08	1.000	12/9/2025		105,129.92	105,129.92	105,129.92	923	1.000
Sub Total / Average	Certificate Of Deposit		1.473			308,779.76	308,779.76	308,779.76	682	1.473
FFCB Bond										
FFCB	FFCB 1.05 11/17/2025	3133ENEG1	1.050	11/17/2025		1,000,000.00	920,530.00	929,600.00	901	3.996
FFCB	FFCB 3.875 11/24/2026	3133EPKV6	3.875	11/24/2026		2,000,000.00	1,986,560.00	1,994,540.00	1,273	3.959
FFCB	FFCB 4.125 10/27/2025	3133EPHF5	4.125	10/27/2025		1,000,000.00	994,280.00	1,001,470.00	880	4.080
FFCB	FFCB 4.125 2/26/2026	3133EPLC7	4.125	2/26/2026		2,000,000.00	1,996,040.00	2,000,000.00	1,002	4.125
FFCB	FFCB 4.25 7/24/2025	3133EPGS8	4.250	7/24/2025		1,000,000.00	995,760.00	1,000,000.00	785	4.250
FFCB	FFCB 4.375 2/23/2026	3133EPBJ3	4.375	2/23/2026		2,000,000.00	1,996,560.00	2,000,000.00	999	4.375
FFCB	FFCB 4.75 2/21/2025	3133EPBH7	4.750	2/21/2025		1,000,000.00	1,001,360.00	994,850.00	632	5.027
Sub Total / Average	FFCB Bond		3.912			10,000,000.00	9,891,090.00	9,920,460.00	975	4.227
FHLB Bond										
FHLB	FHLB 0.45 8/26/2024-21	3130ANLQ1	0.450	8/26/2024	8/26/2023	2,000,000.00	1,883,680.00	2,000,000.00	87	0.450
FHLB	FHLB 0.56 1/29/2025-21	3130ANEV8	0.560	1/29/2025	7/29/2023	2,000,000.00	1,853,560.00	2,000,000.00	59	0.560
FHLB	FHLB 0.6 12/30/2024-21	3130AMY97	0.600	12/30/2024	6/30/2023	2,000,000.00	1,863,120.00	2,000,000.00	30	0.600
FHLB	FHLB 0.65 3/28/2025-21	3130AMXG2	0.650	3/28/2025	6/28/2023	2,000,000.00	1,848,320.00	2,000,000.00	28	0.650
FHLB	FHLB 0.7 8/26/2025-22	3130ANPE4	0.700	8/26/2025	8/26/2023	1,000,000.00	915,160.00	1,000,000.00	87	0.700
FHLB	FHLB 0.9 8/27/2026-23	3130ANQ78	0.900	8/27/2026	8/27/2023	2,000,000.00	1,783,400.00	1,883,540.00	88	2.286
FHLB	FHLB 1 3/30/2026-21	3130ALU85	1.000	3/30/2026	6/30/2023	5,000,000.00	4,511,150.00	5,000,000.00	30	1.000
FHLB	FHLB 1 6/30/2026-21	3130AMWU2	1.000	6/30/2026	6/30/2023	2,000,000.00	1,794,220.00	2,000,000.00	30	1.000
FHLB	FHLB 1.03 7/7/2026-22	3130AN3K4	1.030	7/7/2026	7/7/2023	2,000,000.00	1,798,120.00	2,000,000.00	37	1.030
FHLB	FHLB 1.1 1/13/2025-23	3130AQGT4	1.100	1/13/2025	1/13/2024	1,000,000.00	936,470.00	984,410.00	227	1.660
FHLB	FHLB 1.4 8/28/2024-23	3130AQW11	1.400	8/28/2024		1,000,000.00	955,920.00	995,000.00	455	1.606
FHLB	FHLB 1.7 2/24/2025-23	3130AQWY5	1.700	2/24/2025	8/24/2023	1,025,000.00	966,892.75	1,025,000.00	85	1.700
FHLB	FHLB 2 6/17/2025-23	3130AR3C3	2.000	6/17/2025	6/17/2023	2,000,000.00	1,889,720.00	2,000,000.00	17	2.000
FHLB	FHLB 2 9/30/2025-22	3130AR7M7	2.000	9/30/2025	6/30/2023	2,000,000.00	1,880,660.00	2,000,000.00	30	2.000
FHLB	FHLB 2.25 2/24/2027-23	3130AQYA5	2.250	2/24/2027	8/24/2023	2,000,000.00	1,846,500.00	2,000,000.00	85	2.250
FHLB	FHLB 2.6 3/30/2027-23	3130ARF55	2.600	3/30/2027	6/30/2023	2,000,000.00	1,866,520.00	2,000,000.00	30	2.600
FHLB	FHLB 2.61 4/26/2024-23	3130ARPN5	2.610	4/26/2024		2,000,000.00	1,954,160.00	2,000,000.00	331	2.610
FHLB	FHLB 3 4/29/2026-24	3130ARN80	3.000	4/29/2026	4/29/2024	2,000,000.00	1,895,740.00	2,000,000.00	334	3.000
FHLB	FHLB 3 5/17/2024-22	3130ARV65	3.000	5/17/2024	8/17/2023	2,000,000.00	1,954,620.00	2,000,000.00	78	3.000
FHLB	FHLB 3.1 5/23/2025-23	3130ASU09	3.100	5/23/2025	8/23/2023	2,000,000.00	1,928,260.00	2,000,000.00	84	3.100
FHLB	FHLB 3.55 7/11/2024-23	3130ASHX0	3.550	7/11/2024	7/11/2023	2,000,000.00	1,960,700.00	2,000,000.00	41	3.550
FHLB	FHLB Step 1/26/2027-24	3130AQMX8	1.125	1/26/2027	1/26/2024	2,000,000.00	1,838,620.00	1,977,000.00	240	1.929
FHLB	FHLB Step 4/28/2027-23	3130ARPG0	3.250	4/28/2027	7/28/2023	1,000,000.00	959,800.00	1,000,000.00	58	3.623

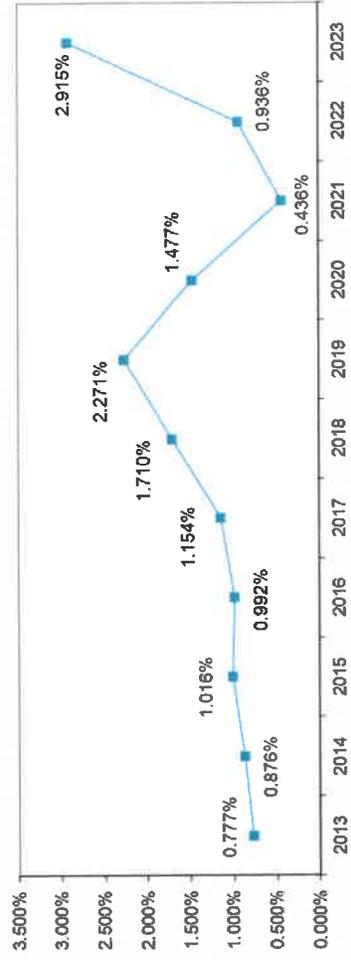
Issuer	Description	CUSIP/Ticker	Coupon Rate	Maturity Date	Next Call Date	Face Amount/Shares	Market Value	Cost Value	Days To Call/Maturity	YTM @ Cost
Sub Total / Average	FHLB Bond		1.684			44,025,000.00	41,085,312.75	43,864,950.00	98	1.806
FHLMC Bond										
FHLMC	FHLMC 3.03 4/28/2025-22	3134GXQF2	3.030	4/28/2025	7/28/2023	2,000,000.00	1,926,520.00	2,000,000.00	58	3.030
FHLMC	FHLMC 3.03 6/28/2024-22	3134GXXL3	3.030	6/28/2024	6/28/2023	2,000,000.00	1,950,400.00	2,000,000.00	28	3.030
FHLMC	FHLMC 3.05 6/23/2025-23	3134GXWH3	3.050	6/23/2025	6/23/2023	1,000,000.00	965,130.00	1,000,000.00	23	3.050
FHLMC	FHLMC 3.5 9/30/2024-23	3134GXZJ6	3.500	9/30/2024	6/30/2023	2,000,000.00	1,953,440.00	2,000,000.00	30	3.500
FHLMC	FHLMC 4 7/14/2025-23	3134GXZT4	4.000	7/14/2025	7/14/2023	2,000,000.00	1,955,080.00	2,000,000.00	44	4.000
FHLMC	FHLMC 5.15 11/26/2024-23	3134GY4L3	5.150	11/26/2024	8/26/2023	2,000,000.00	1,982,420.00	2,000,000.00	87	5.150
Sub Total / Average	FHLMC Bond		3.679			11,000,000.00	10,732,990.00	11,000,000.00	47	3.679
FNMA Bond										
FNMA	FNMA 0.65 8/27/2025-21	3136G4S87	0.650	8/27/2025	8/27/2023	2,000,000.00	1,828,080.00	2,000,000.00	88	0.650
FNMA	FNMA 2.5 2/5/2024	3135G0V34	2.500	2/5/2024		2,000,000.00	1,961,980.00	1,959,020.00	250	4.492
Sub Total / Average	FNMA Bond		1.565			4,000,000.00	3,790,060.00	3,959,020.00	168	2.551
Local Government Investment Pool - Quarterly										
LAIF	LAIF LGIP-Quarterly	LAIFCOVID	2.993	N/A	N/A	17,701.78	17,462.99	17,701.78	1	2.993
LAIF	LAIF LGIP-Quarterly	LAIF	2.993	N/A	N/A	59,623,489.03	58,819,187.78	59,623,489.03	1	2.993
LAIF	LAIF LGIP-Quarterly	LAIFRDA	2.993	N/A	N/A	41,320,357.09	40,762,959.07	41,320,357.09	1	2.993
Sub Total / Average	Local Government Investment Pool - Quarterly		2.993			100,961,547.90	99,599,609.84	100,961,547.90	1	2.993
Treasury Note										
Treasury	T-Note 0.125 1/15/2024	91282CBE0	0.125	1/15/2024		2,000,000.00	1,936,480.00	1,915,000.00	229	4.646
Treasury	T-Note 0.125 10/15/2023	91282CAP6	0.125	10/15/2023		1,000,000.00	980,860.00	980,000.00	137	4.710
Treasury	T-Note 0.25 11/15/2023	91282CAW1	0.250	11/15/2023		1,000,000.00	977,110.00	977,187.50	168	4.677
Treasury	T-Note 0.25 9/30/2023	91282CDA6	0.250	9/30/2023		1,000,000.00	983,160.00	978,906.25	122	4.518
Treasury	T-Note 0.375 10/31/2023	91282CDD0	0.375	10/31/2023		1,000,000.00	979,530.00	976,015.63	153	4.562
Treasury	T-Note 0.5 11/30/2023	91282CDM0	0.500	11/30/2023		1,000,000.00	976,250.00	973,906.25	183	4.478
Treasury	T-Note 2.25 12/31/2023	912828V23	2.250	12/31/2023		1,000,000.00	982,380.00	982,968.75	214	4.694
Treasury	T-Note 2.25 3/31/2024	91282CEG2	2.250	3/31/2024		2,000,000.00	1,951,180.00	1,945,937.50	305	4.561
Treasury	T-Note 4.375 10/31/2024	91282CFQ9	4.375	10/31/2024		2,000,000.00	1,987,180.00	1,979,218.75	519	5.030
Sub Total / Average	Treasury Note		1.448			12,000,000.00	11,754,130.00	11,709,140.63	257	4.676
Total / Average			2.636			182,295,327.66	177,161,972.35	181,723,888.29	102	2.915

City of Santa Cruz
 Santa Cruz Pooled Portfolio Statistics & Performance
 As of 5/31/23

Projected Cash Flow from Maturing Investments



Historical Portfolio Yields At May Month End



Benchmark and Portfolio Yields

