



REGULAR MEETING OF THE MILPITAS CITY COUNCIL AND HOUSING AUTHORITY



AGENDA

TUESDAY, JUNE 18, 2024

CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA

5:30 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

** To access written translation during the meeting, scan the QR Code.*

The City Council meeting is held in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas and via teleconference/Zoom webinar.

You may watch the Council meeting without providing public comment by accessing it via links here.

Meeting shall be livestreamed - Go to:

Facebook: <https://www.facebook.com/CityofMilpitas/>

YouTube: <https://www.milpitas.gov/youtube>

Web Streaming: <https://www.milpitas.gov/webstreaming>

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may only be provided live during the City Council meeting in person, unless the City Council approves remote public comment. All comments provided shall be limited to three minutes or less as determined by the Mayor. All members of the public will be limited to one comment per agenda item, and one comment for non-agenda items. Members of the public may submit written comments by email to CityClerk@milpitas.gov

The meeting will be streamed via Zoom for viewing purposes only unless the City Council approves remote public comment. To watch via Zoom, please register at:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_OnIA8_x-QSKWq6Blpkxk_Q

NOTE: If a member of the public wishes to share any presentation materials for Council consideration, they must be submitted to the Clerk's Office by email to CityClerk@milpitas.gov by 12:00 p.m. on the day of the meeting. No presentations will be accepted in person in the Council Chambers.

MILPITAS CITY COUNCIL CODE OF CONDUCT

- Be respectful and courteous (words, tone, and body language).
- Model civility.
- Avoid surprises.
- Praise publicly and criticize privately.
- Focus on the issue, not the person.
- Refrain from using electronic devices while on the Council dais.
- Disclose conflicts of interest and affiliations related to agenda items.
- Separate governing from campaigning.
- The Council speaks with one voice after making policy on issues.
- Respect the line between policy and administration.
- Council will hold one another accountable to comply with this Code of Conduct.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk (7:00 PM)

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Rick Bolanos, LCW

Bargaining unit: LIUNA, UPEC (Pro-Tech, MEA, MidCon), IAFF, MPOA

(b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to California Government Code Section 54957

Position: City Attorney

CLOSED SESSION ANNOUNCEMENT:

Report on action taken in Closed Session, if required per Government Code Section 54957.1, including the vote or abstention of each member present.

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Lien)

PRESENTATIONS (7:05 PM)

- Parks and Recreation Month (Proclamation)

PUBLIC FORUM (7:10 PM)

Members of the public are invited to speak on any item that does not appear on today's agenda. Comments will be limited to three minutes or less at the Mayor's discretion. When called to speak, you are encouraged to state your name for the record. As an item not listed on the agenda, no action can be taken, however the City Council may instruct the City Manager to place the item on a future meeting agenda.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR (7:15 PM)

Consent calendar items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a City Councilmember, member of the audience or staff requests the Council to remove an item from (or be added to) the consent calendar. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar.

- C1. Receive City Council Calendar of Meetings for June, July and August 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Receive City Council Calendar of Meetings for June, July, and August 2024.

- C2. Approve City Council City Council Meeting Minutes of May 21, June 4, and June 11, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Approve City Council Meeting minutes of May 21, June 4, and June 11, 2024.

- C3. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Receive the list of anticipated agenda items for the next regular City Council meeting.

- C4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Review the list of items that have been requested by City Councilmembers and provide direction to staff as necessary. No substantive discussion about any specific item shall occur and the City Council shall hold all debate about the item until it is scheduled as a full agenda item.

- C5. Consider the Recommendation from Mayor Montano for Appointments to City Commissions (Contact: Mayor Montano, 408-586-3024)**

Recommendation: Receive the recommendation from Mayor Montano and approve appointments to City Commissions.

- C6. Adopt a Resolution Delegating Authority to the City Manager or Designee to Approve and Execute Project-Related Documents and Urgent Administrative Items During the City Council Summer Recess (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: Adopt a resolution delegating authority to the City Manager, or their designee, to approve and execute project-related documents, including contract documents, and urgent administrative items during the City Council and City of Milpitas Housing Authority summer recess from the last City Council meeting held in June through August 13, 2024.

- C7. Approve a Community Investment Fund Grant for Milpitas Unified School District Adult Education for Workforce Development and Educational Services (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046; Margaret Tamisiea, Senior Special Projects Associate, 408-586-3047)**

Recommendation: Approve a Community Investment Fund grant that provides workforce development and educational services in the amount of \$29,000 for Milpitas Unified School District Adult Education to support the early childhood education paraprofessional training program.

- C8. Approve an Amendment to the Agreement with Housekeys to Execute a One-Year Extension for Administration of the Below Market Rate Homeownership Program (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Robert Musallam, Housing and Neighborhood Services Administrator, 408-586- 3275)**

Recommendation: Accept and approve a budget appropriation of \$150,000 from the Housing Authority Fund and authorize the City Manager or designee to execute an amendment to the agreement with Housekeys exercising a one-year contract option for administration of the Below Market Rate Homeownership Program.

- C9. Approve an Agreement with WeHOPE for Homeless Outreach, Assessment, and Case Management Services (Staff Contact: Alex Andrade, Economic Development Director 408-586-3046; and Robert Musallam, Housing Division Manager 408-586-3275)**

Recommendation: 1) Approve a one-year professional services agreement with WeHOPE in the amount of \$199,933 for Homeless Outreach, Assessment, and Case Management Services; (2) authorize the appropriation of \$6,597.74 from the Housing Authority Fund; and (3) authorize the City Manager, and/or designee, to execute the contract with WeHOPE.

- C10. Approve an Amendment to the Professional Services Agreement with Ascent Environmental for Consultant Services Related to Preparation of the Gateway-Main St. Specific Plan (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**

Recommendation: (1) Approve an amendment to the Professional Services Agreement with Ascent Environmental for consultant services related to preparation of the Gateway-Main St. Specific Plan, extending the contract timeline for professional services without incurring any additional costs; and (2) Authorize the City Manager to execute the amended agreement.

- C11. Waive the Second Reading and Adopt Ordinance No. 38.855 Amending the Zoning Ordinance (Title XI, Chapter 10 of the Milpitas Municipal Code) and the Zoning Map to create the new Business Park Research and Development Zone and Metro Area Zones (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**

Recommendation: (1) Determine that the EIR Addendum adequately analyzes the potential environmental impacts associated with the proposed Zoning Amendments and is in compliance pursuant to CEQA Guidelines §15162 and §15164; and (2) Move to waive the second reading and adopt Ordinance No. 38.855 approving Zoning Text and Zoning Map Amendment No. ZA24-0002 to create the new Business Park Research and Development Zone and Metro Area Zones.

- C12. Approve an Agreement with Rexel for Variable Frequency Drive Preventative Maintenance Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Approve and authorize the City Manager to execute a Maintenance Services Agreement with Rexel for variable frequency drive preventative maintenance services in the amount of \$252,263.59 for a five-year period, subject to the annual appropriation of funds.

- C13. Approve the Santa Clara Countywide Food Recovery Program Memorandum of Understanding (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Elaine Marshall, Deputy Public Works Director, 408-586-2603)**

Recommendation: Authorize the City Manager to sign a Memorandum of Understanding between the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee member jurisdictions establishing ongoing management and operation of the edible food recovery program to comply with the requirements of Senate Bill 1383 (California's Short-Lived Climate Pollutant Reduction Strategy).

- C14. Approve and Authorize the City Manager to Execute an Amended Stormwater Management Facilities Operation and Maintenance Agreement for Toll West Coast, LLC for the Parkside Project at 1980 and 1992 Tarob Court and 551 Lundy Place (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Approve and authorize the City Manager to execute an amendment to the Stormwater Management Facilities Operation and Maintenance Agreement for Toll West Coast, LLC for the Parkside Project at 1980 and 1992 Tarob Court and 551 Lundy Place.

- C15. Adopt a Resolution to Approve Project Conceptual Design and Authorize a Cooperative Purchase Agreement with Williams Scotsman, Inc., through a Cooperative Procurement Contract Solicited by Region 4 Educational Service Center, for Fire Station No.1 Modular Building, Project No. 3465 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Adopt a resolution to (1) approve project conceptual design; (2) authorize the City Manager to execute a cooperative purchase agreement with Williams Scotsman, Inc., through a

cooperative procurement contract solicited by Region 4 Educational Service Center, in an amount not-to-exceed \$818,894; and (3) authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$100,000 for Fire Station No.1 Modular Building, Project No. 3465.

- C16. Approve the Final Map, Tract No. 10622, and Approve a Subdivision Improvement Agreement between the City of Milpitas and Pulte Home Company, LLC for a Residential Project at 1355 California Circle (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: (1) Approve the Final Map, Tract No. 10622, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and (2) Approve and authorize the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Pulte Home Company, LLC, for a Residential Project at 1355 California Circle.

- C17. Consider Fee Waiver Requests from Show Up and Love and SHEKonnnect (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Recommendation: (1) Approve a fee waiver of \$945 for the Show Up and Love 2nd Annual BBQ Cookoff for Love on July 14, 2024; and (2) Approve a fee waiver of \$282 for the SHEKonnnect Teen Girls Living Skills Workshop.

- C18. Adopt Resolutions of the Milpitas Housing Authority and City Council of the City of Milpitas Authorizing a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion (Staff Contact: Robert Musallam, Housing and Neighborhood Services Administrator, 408-586-3275)**

Recommendation: (1) Adopt a resolution of the Milpitas Housing Authority authorizing a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion; and (2) Adopt a resolution of the City Council of the City of Milpitas authorizing a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion.

PUBLIC HEARINGS (7:30 PM)

Members of the public may be allotted up to three (3) minutes or less at the Mayor's discretion, to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of ten (10) minutes for opening statements and up to a total of five (5) minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.

- 19. Conduct a Public Hearing and Adopt a Resolution on the 2024 Weed Abatement Assessments (Staff Contact: Arthur Belton, Deputy Fire Chief / Fire Marshal, 408-586-3384)**

Recommendation: Conduct a public hearing and adopt a resolution confirming the 2024 Weed Abatement Assessment Report and the Assessment List to be entered into the tax assessment rolls.

- 20. Conduct a Public Hearing to Approve the Allocations for the FY2024-25 Community Development Block Grant, and the Corresponding Annual Action Plan (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Robert Musallam, Housing Division Manager, 408-586-3275)**

Recommendation: (1) Conduct a public hearing; (2) Adopt the FY2024-25 Annual Action Plan with recommended allocation amounts; (3) Authorize the City Manager, or designee, to make any necessary changes to the approved FY2024-25 Annual Action Plan as needed to comply with CDBG submission guidelines; and (4) Authorize the City Manager, or designee, to execute CDBG agreements with the approved subrecipients, and amend the CDBG agreements as needed to comply with CDBG guidelines.

21. Adopt a Resolution Approving the Fiscal Year 2024-25 User and Regulatory Fee Schedule (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Recommendation: Conduct a public hearing and adopt a resolution approving the Fiscal Year 2024-25 User and Regulatory Fee Schedule.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (9:30 PM)

Members of the City Council or City Manager may make brief announcements at this time. Members of the City Council may also suggest future agenda items. For future agenda items, the City Council shall not debate the topic or engage in discussion but shall simply state a “yes” or “no” as whether to move the item forward. If a majority of the City Council agrees to move the item forward, the City Manager shall place the item on a future agenda.

ADJOURNMENT (9:35 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions and other City agencies exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and City operations are open to the people's review. For more information on your rights under the Open Government Ordinance or to report a violation, contact the City Attorney's office at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035
e-mail: mmutalipassi@milpitas.gov / Phone: 408-586-3040

The Open Government Ordinance is codified in the Milpitas Municipal Code as Title I Chapter 310 and is available online at the City's website www.milpitas.gov by selecting the Milpitas Municipal Code link.

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection at the City Clerk's office at Milpitas City Hall, 3rd floor 455 E. Calaveras Blvd., Milpitas and on City website. City Council agendas and related materials can be viewed online: www.milpitas.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.milpitas.gov or at Milpitas City Hall. Contact the City Clerk's Office at 408-586-3001 for more information.

If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, please call the City Clerk at 408-586-3001 or send an e-mail to CityClerk@milpitas.gov prior to the meeting. You may request a larger font agenda.

May 2024						
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Milpitas City Council Calendar

June 2024

July 2024						
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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2	3 7:00 PM-Parks, Recreation & Cultural Resources Commission (HL) 7:00 PM-Special Arts Commission (EC) [Senior Center, Room 140/141]	4 6:00 PM-Closed Session 7:00 PM-City Council	5 1:00 PM-Santa Clara VTA Monthly Briefing - Northeast Group (CM) 5:30 PM-Veterans Commission (CM) 7:00 PM-Community Advisory Commission (EC)	6 12:00 PM-SCC Library JPA Board of Directors (CM) 5:30 PM-Milpitas Chamber of Commerce Board (GB) 5:30 PM-Santa Clara VTA Board of Directors (CM)	7 5:00 PM-Milpitas Pride Flag-Raising Ceremony (Cesar Chavez Plaza)	8
9	10 4:30 PM-Economic Development and Trade Commission (CM)	11 5:30 PM-Special City Council Meeting- Community Heroes Recognition	12 4:00 PM-Transportation Subcommittee (CM/EC) 7:00 PM-Silicon Valley Clean Energy Board of Directors (EC) (Cupertino)	13 4:00 PM-Treatment Plant Advisory Committee (CM) (San Jose) 5:30 PM-CASCC Legislative Action Committee (CM) 6:00 PM-Youth Advisory Commission (HL) 6:30 PM-CASCC June Membership Event (CM/HL)	14	15 11:00 AM-Philippine Independence Day Flag Raising – Cesar Chavez Plaza
16	17	18 5:30 PM-Closed Session 7:00 PM-City Council	19 AAPI LEAD Summit, Las Vegas, NV – Councilmember Anthony Phan 6:00 PM-Energy and Environmental Sustainability Commission (EC)	20 3:00 PM-CASCC Appt: Recycling and Waste Reduction Commission (CM) (Cupertino) 5:30 PM-Measure F Oversight Committee	21	22
23	24	25 1:30 PM-Senior Advisory Commission (CM)	26 11:30 AM- Employee Service Awards 7:00 PM-Planning Commission	27 5:30 PM- State of the City	28 9:00 AM-VTA Board Workshop Meeting (CM)	29
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June 2024						
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Milpitas City Council Calendar

July 2024

August 2024						
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 INDEPENDENCE DAY City Hall Closed 	5	6
7	8	9	10 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino)	11 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC) 4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM - SVRIA Board of Directors Meeting (GB) 7:00 PM -Cities Assoc of SCC (CM)	12	13 APTA SEMINAR, San Jose, CA – Mayor Carmen Montano
14 APTA SEMINAR, San Jose, CA – Mayor Carmen Montano	15	16	17	18 3:00 PM - CASSC Appt: Recycling and Waste Reduction Commission (CM) 6:30 PM -Bay Area Water Supply Conserv Agency (CM) (Oak Room - San Mateo Main Library)	19	20
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July 2024						
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Milpitas City Council Calendar

August 2024

September 2024						
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 5:30 PM-Milpitas Chamber of Commerce Board (GB) 5:30 PM-Santa Clara VTA Board of Directors (CM)	2	3
4	5 5:30 PM- Special Council Meeting 7:00 PM-Parks, Recreation & Cultural Resources Commission (HL)	6 National Night Out – Citywide Neighborhood Events	7 5:30 PM-Veterans Commission (CM) 7:00 PM-Community Advisory Commission (EC)	8 4:00 PM-Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM-Santa Clara VTA Policy Advisory Committee (EC) 5:30 PM-CASCC Legislative Action Committee (CM) 6:00 PM-Youth Advisory Commission (HL) 7:00 PM-Cities Assoc of SCC (CM)	9	10
11	12 4:30 PM-Economic Development and Trade Commission (CM)	13 5:30 PM-Special Council Meeting	14 4:00 PM-Transportation Subcommittee Meeting (CM/EC) 7:00 PM-Silicon Valley Clean Energy Board of Directors (EC) (Cupertino) 7:00 PM-Planning Commission	15 3:00 PM-CASCC Appt: Recycling and Waste Reduction Commission (CM)	16	17
18	19 7:00 PM-Science, Technology, and Innovation Commission (GB)	20 5:00 PM-Closed Session 7:00 PM-City Council	21 6:00 PM-Energy and Environmental Sustainability Commission (EC)	22	23	24
25	26	27 1:30 PM-Senior Advisory Commission (CM)	28 7:00 PM-Planning Commission (CM)	29	30	31



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, MAY 21, 2024

CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA

The City Council of the City of Milpitas convened on the City Council meeting day in a Regular Meeting of the Milpitas City Council on May 21, 2024, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk

Mayor Montano called the Regular City Council meeting to order at 6:04 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

ABSENT: None.

ADJOURN TO CLOSED SESSION

City Attorney Mutalipassi introduced the item to be discussed.

There were no public comments.

The City Council adjourned to Closed Session at 6:06 pm.

(a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to California Government Code Section 54957
Position: City Manager

The City Council reconvened at 7:00 PM.

CLOSED SESSION ANNOUNCEMENT:

City Attorney Mutalipassi noted there was nothing to report.

PLEDGE OF ALLEGIANCE

Mayor Montano led the pledge of allegiance

INVOCATION

Vice Mayor Chua invited Pastor Rey Lingad to present the invocation.

PRESENTATIONS

Mayor Montano, joined by the City Council, presented proclamations and certificates in recognition of Asian American, Native Hawaiian, and Pacific Islander Heritage Month and Public Works Week. A video highlighting the diversity of employees and projects in the Public Works Department was shown in recognition of Public Works Week.

PUBLIC FORUM

There were the following public speakers:

1. Voltaire Montemayor

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest. City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any reportable campaign contributions. By roll call, there were no reportable campaign contributions.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Vice Mayor Chua read the Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

Motion/Second: Vice Mayor Chua/Councilmember Lien

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

ABSENT:

CONSENT CALENDAR

Councilmember Phan asked to pull Item C5.

There were no public speakers.

After discussion, motion: to approve the Consent Calendar, pulling Item C5.

Motion/Second: Vice Mayor Chua/Councilmember Lien

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

1. **Receive City Council Calendar of Meetings for May and June 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Received City Council Calendar of Meetings for May and June 2024.

2. **Approve City Council City Council Meeting Minutes of May 7, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Approved City Council Meeting minutes of May 7, 2024.

3. **Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Received the list of anticipated agenda items for the next regular City Council meeting.

4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Reviewed the list of items that have been requested by City Councilmembers and provided direction to staff as necessary.

6. Confirm Chamber of Commerce Appointment to the Economic Development and Trade Commission (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3004)

Received the Chamber of Commerce recommendation for the appointment of Larry Ciardella to the Economic Development and Trade Commission and confirmed the appointment.

7. Receive Summary of 2024 Earmark Requests (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Accepted the report outlining the City of Milpitas' 2024 State and Federal Earmark Requests.

8. Adopt a Resolution Accepting Public Improvements and Approve a Reduction of Faithful Performance Bond for Public Improvements for the RCD Housing Project Located at 355 Sango Court (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; Michael Silveira, City Engineer, 408-586-3303; and Roberto Alonzo, Public Works Division Manager – Engineering, 408-586-3316)

Adopted **Resolution No. 9326** granting acceptance of the completed public improvements for the RCD Housing Project as shown on Public Improvement Plans No. 2-1386; and approved a reduction in the faithful performance bond to \$396,275.75, which is 25% of the security's original value for the public improvements construction cost and shall be in effect for the duration of the warranty period; and granted authorization to the City Engineer to release the remaining portion of the performance bond after the one-year warranty period without further City Council action provided all required warranty work is completed to the satisfaction of the City Engineer.

9. Receive and Approve the Calendar Year 2023 Controlled Equipment Annual Report (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)

Received and approved the Calendar Year 2023 Controlled Equipment Annual Report.

10. Adopt a Resolution Accepting ARPA Park Rehabilitation Phase 1, Project No. 3500, Authorizing the Public Works Director to File a Notice of Completion, and Authorize the City to issue a Notice of Final Acceptance after the One-Year Warranty (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Adopted **Resolution No. 9327** granting acceptance of ARPA Park Rehabilitation Phase 1, Project No. 3500, authorizing the Public Works Director to file a Notice of Completion, and authorizing the Public Works Director to issue a Notice of Final Acceptance after the one-year warranty.

11. Receive Final Update on Storm Drain System Emergency Repairs and Improvements at Evans Road and Piedmont Creek, Terminate the Emergency Declaration, and Adopt a Resolution Granting Acceptance of the Emergency Declaration - Storm Drain System Repairs and Improvements (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

(1) Received an update on the emergency repairs and improvements at Evans Road and Piedmont Creek; (2) Approved the termination of the emergency declaration; and (3) Adopted **Resolution No. 9328** granting acceptance of Storm Drain System Repairs and Improvements at Evans Road and

Piedmont Creek, Project No. 24-044 and 24-045, and authorizing the Public Works Director to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty.

- 12. Approve Agreements and Related Amendments with the County of Santa Clara for the Collection of AB939 Implementation Fees and Administration of the Countywide Household Hazardous Waste (HHW) Collection Program (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Elaine Marshall, Deputy Public Works Director, 408-586-2603)**

Approved and authorized the City Manager to execute two agreements and related amendments with the County of Santa Clara for (1) Collection of AB939 Implementation Fees and (2) Administration of the Countywide Household Hazardous Waste (HHW) Collection Program for the term July 1, 2024 – June 30, 2027.

- 13. Approve a Professional Service Agreement with Backflow Prevention Specialists, Inc. for the Backflow Hazard Assessment Survey (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Approved and authorized the City Manager to execute a Professional Service Agreement with Backflow Prevention Specialists, Inc. in the amount of \$121,394.00 for the Backflow Hazard Assessment Survey.

- 14. Consider Fee Waiver Requests from the Samuel Ayer High School Alumni Association, Rotary Club of Milpitas, and LEAD Filipino, and a Donation to the Sunnyhills Neighborhood Association (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

(1) Approved a fee waiver of \$1,500.00 for the Samuel Ayer High School 24th Annual Reunion at Murphy Park on September 21, 2024; (2) Approved a fee waiver of \$522.50 for the Rotary Club of Milpitas Fundraiser “A Rose for You” on May 19, 2024; (3) Approved a fee waiver of \$93.00 for the LEAD Filipino Yoga event at Delano Manongs Park Filed on June 9, 2024; and (4) Approved a donation of \$500.00 for the Sunnyhills Neighborhood Association Milpitas Juneteenth 2024 event at Sunnyhills Albert Augustine, Jr. Memorial Park on June 15, 2024.

- 15. Approve the Community Heroes Program City Council Policy (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Approved the Community Heroes City Council Policy.

ITEMS PULLED FROM CONSENT CALENDAR

- 5. Authorize the Reallocation of Money Appropriated in the FY23/24 Budget from the Legacy Special Council Provider to the Current Special Council Provider and Approve and Authorize the City Attorney and City Manager to Execute an Amendment to the Contract with Meyers Nave for Contracted Outside Counsel (Staff Contact: Michael Mutalipassi, City Attorney, 408-586-3040)**

Councilmember Phan asked for additional information on the request. City Attorney Mutalipassi noted that this item recommends reallocating funds from one legal firm to another for special projects within the city's budget. The funds in question were initially designated for legal services provided by a legacy firm, BBK. However, all projects with BBK have been completed, prompting the need to transfer the remaining budgeted funds to another legal firm, Meyers-Nave, which has been providing legal services to the city on an as-needed basis.

Councilmember Phan asked for clarification on the services provided by the law firm. City Attorney Mutalipassi explained that the special projects covered by this budget allocation include various legal matters such as HR-related issues, Public Records Act projects, matters with the Public Employee Relations Board (PERB), and arbitrations involving disputes with unions. He emphasized that the funds

being reallocated are already part of the city attorney's budget, not new appropriations, and that the reallocation and amendment to the contract are necessary to cover ongoing legal work.

Councilmember Phan asked about the scope of the contract and the duration of the relationship with the special counsel. City Attorney Mutalipassi responded that the contract covers various HR and Public Records Act projects and that the city has worked with this firm, Meyers Nave, intermittently for about 30 years. The Councilmember inquired about the total amount allocated towards this firm since the last fiscal year. The City Attorney stated that approximately \$150,000 was allocated for special projects last year, and an additional \$90,000 is proposed, with around \$20,000 allocated to other firms. Councilmember Phan suggested the request should go through the budget process and stated he could not support the item. The City Attorney explained that the funds were already included in the current budget and the reallocation involved moving funds from the legacy firm (BBK) to the new firm (Meyers Nave) due to the completion of previous projects.

Vice Mayor Chua clarified that the funds are not proposed but from an existing budget.

Councilmember Barbadillo asked for clarification on the budgeting process for special counsel services, highlighting confusion about funds allocated in previous fiscal years. City Attorney Mutalipassi noted that the budget for the new special counsel was already accounted for in the city attorney's budget. The Councilmember questioned the need for the reallocation if funds were already budgeted, prompting clarification that the amendment is to switch contracts, not allocate new funds. Further discussion ensued regarding the necessity of the reallocation and its impact on the budget. City Attorney Mutalipassi emphasized that without approval, the special counsel work cannot proceed, indicating the urgency of the decision.

There were the following public speakers:

1. Voltaire Montemayor

After discussion, motion: to (1) Authorize the reallocation of money appropriated in the FY-23/24 budget from the legacy special council provider to the current special council provider and approve; (2) Approve an amendment to the contract with Meyers Nave for contracted outside counsel in the amount of \$90,000; and (3) Authorize the City Attorney and City Manager to execute the amended agreement..

Motion/Second: Vice Mayor Chua/Mayor Montano

Failed by the following:

AYES: Mayor Montano, Vice Mayor Chua

NOES: Councilmember Barbadillo, Councilmember Lien, Councilmember Phan

The motion failed.

PUBLIC HEARINGS

- 16. Approve the Conceptual Designs for South Milpitas Boulevard Road Extension, Project No. 2016, and Montague Pedestrian Overcrossing at Penitencia Creek, Project No. 2018; and Adopt a Resolution Adopting the Initial Study Mitigated Negative Declaration for South Milpitas Boulevard Road Extension, Project No. 2016 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

City Manager Thomas introduced the item. Acting Public Works Division Manager - Engineering Eam presented the report.

Mayor Montano opened the public hearing.

There were the following speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

Councilmember Barbadillo asked questions about the project funding and the consequences if the anticipated grant isn't received. Acting Public Works Division Manager - Engineering Eam, City Engineer Silveira, Assistant City Manager Cano and City Manager Thomas responded to his questions. The Councilmember agreed with the project, emphasizing its importance to the regional plan and the need to pursue federal infrastructure grants to reduce local costs.

Mayor Montano commented on the time required to complete similar projects.

After discussion, motion: to approve the conceptual designs for the South Milpitas Boulevard Road Extension, Project No. 2016, and the Montague Pedestrian Overcrossing at Penitencia Creek, Project No. 2018; adopt **Resolution No. 9329** to adopt the Initial Study/Mitigated Negative Declaration for the South Milpitas Boulevard Road Extension, Project No. 2016; authorize the Public Works Director to file a Notice of Determination for South Milpitas Boulevard Road Extension, Project No. 2016, in accordance with CEQA Guidelines Section 15075; find that the Montague Pedestrian Overcrossing at Penitencia Project meets all the requirements for a Statutory Exemption under Public Resources Code section 21080.25 and is therefore, is statutorily exempt from environmental review under CEQA; and authorize the Public Works Director to file a Notice of Exemption for Montague Pedestrian Overcrossing, Project No. 2018 in accordance with CEQA guidelines section 15062..

Motion/Second: Councilmember Lien/Councilmember Barbadillo

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien, Councilmember Phan

NOES: None

17. Adopt a Resolution Approving the Fiscal Year 2024-25 User and Regulatory Fee Schedule (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

City Manager Thomas introduced the item. Assistant Finance Director Tsang offered introductory remarks, and ClearSource Consultant Terry Madsen presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

Vice Mayor Chua questioned the percentage increase for fees and asked how the City compares to other cities in terms of fees. Assistant Finance Director Tsang noted that the City anticipates approximately \$700,000.00 per year in new revenue from the fee increases. ClearSource Consultant Terry Madsen noted that when the city completed a cost of service study, it was confirmed that the City fees were in alignment with the region. He noted that this update is an interim year update and only an inflationary adjustment.

Councilmember Barbadillo raised concerns about the fiscal impact of adjusting service fees, particularly

how it affects different departments and the community. He questioned if these adjustments, which include minor increases for building permits, recreation, police, and fire services, would impact residents unduly, particularly with recent budget discussions. He followed up, questioning the timing of this information, suggesting it should have been part of the budget discussion, especially when addressing employee compensation. Assistant City Manager Matt Cano, joined by Recreation and Community Services Director Lorentzen, explained that cost recovery models are standard to ensure public funds aren't subsidizing private benefits, and the city aims to minimize public impact through scholarships and other programs. Any fee increases are necessary to avoid cutting other city services.

Vice Mayor Chua questioned why increases are being proposed to the fee schedule. ClearSource Consultant Terry Madsen clarified that most fees remain unchanged and that new categories are being added to capture non-resident fees. He noted that the majority of the fees proposed for increase are development related.

Councilmember Lien made a motion: to adopt a resolution approving the Fiscal Year 2024-25 User and Regulatory Fee Schedule. Vice Mayor Chua seconded the motion. Vice Mayor Chua asked Councilmember Barbadillo if there were specific concerns he wanted addressed.

Councilmember Barbadillo suggested the item needed more discussion before the City Council could take action.

ClearSource Consultant Terry Madsen proposed adjusting the fees by 3.6% to bring them in line with the local CPI.

Councilmember Barbadillo questioned the impact if the User and Regulatory Fee Schedule wasn't approved at this meeting. Assistant Finance Director Tsang noted that some fees require an extended period before they can be enacted so they couldn't be captured at the start of the new budget period.

Vice Mayor Chua asked when the item could next be heard. City Clerk Guzzetta clarified the noticing period. It was concluded the next possible meeting would be the regular City Council meeting of June 18, 2024.

Upon a call for the question, the motion failed.

Motion/Second: Councilmember Lien/Vice Mayor Chua

Failed by the following:

AYES: Councilmember Lien

NOES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Phan

The City Council directed staff to return with this item on June 18, 2024.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

18. Presentation from Bay Area Air Quality Management District Staff on the Results of the South Bay Odor Attribution Study (Staff Contact: Christian Di Renzo, 408-586-2602, Public Works Director; and Elaine Marshall, Deputy Public Works Director, 408-586-2603)

Deputy Public Works Director Marshall introduced the item. Bay Area Air Quality Management District Deputy Executive Officer of Public Affairs Viet Tran and California Air Resources Board Air Resources Engineer Joe Zhou presented the report. Newby Landfill General Manager Enrique Perez responded to questions.

There were the following public speakers:

1. Raymond Wong
2. Keng Ng
3. Chia Ling Kong
4. Vikram Sulakhe
5. Member of the Public
6. Voltaire Montemayor

Council discussion ensued.

Councilmember Phan left the meeting at 10:00 PM.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Vice Mayor Chua made the following announcements and requests:

1. She spoke about recent news regarding Chaparral Ranch, which provides horseback riding for the City of Milpitas, and requested to send a letter signed by the Mayor and City Council to the County Administrator and Supervisor Lee, asking the county to investigate the treatment of horses by Chaparral Corporation at Ed Levine Park and the adjacent Chaparral Ranch. Mayor Montano noted that a letter was currently in the works from the City Manager and City Attorney to the County. There was consensus to add the item to the prioritization list (Absent: Phan)
2. Add an item for staff to bring back an amendment to the municipal code regarding the boarding and treatment of horses within the city's jurisdiction. There was consensus to add the item to the prioritization list (Absent: Phan)
3. Vice Mayor Chua Invited the community to the Technology for Seniors Program.

Mayor Montano spoke on flags displayed on private property.

City Manager Thomas announced a Community Open House at the Barbara Lee Senior Center to discuss a zoning change on Thursday, May 30, 2024.

Councilmember Lien thanked staff and the community for their support of the Milpitas Rotary Club fundraiser for scholarships for students in the community and Vietnam.

ADJOURNMENT

Mayor Montano adjourned the meeting at 10:19 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta



JOINT MEETING OF THE MILPITAS CITY COUNCIL AND HOUSING AUTHORITY

MINUTES
TUESDAY, JUNE 4, 2024

The City Council of the City of Milpitas convened on the regular City Council meeting day in a Joint Meeting of the Milpitas City Council and Housing Authority on June 4, 2024, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk

Mayor Montano called the Regular City Council meeting to order at 6:01 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

ABSENT:

City Attorney Mutalipassi provided information on the Closed Session Agenda.

The City Council recessed to Closed Session at 6:03 PM.

ADJOURN TO CLOSED SESSION

(a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to California Government Code Section 54957
Position: City Manager

The City Council reconvened at 7:20 PM.

CLOSED SESSION ANNOUNCEMENT:

City Attorney Mutalipassi noted there was nothing to report out.

PLEDGE OF ALLEGIANCE

Mayor Montano led the pledge of allegiance.

INVOCATION

Councilmember Barbadillo led the invocation.

PRESENTATIONS

There were no presentations.

PUBLIC FORUM

There were the following public speakers:

1. Voltaire Montemayor

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest. City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any reportable campaign contributions. By roll call, there were no reportable campaign contributions.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Mayor Montano read the City Council Code of Conduct.

APPROVAL OF AGENDA

Councilmember Phan asked to move Item 17 before Item 13.

After discussion, motion: to approve the agenda, moving Item 17 before Item 13.

Motion/Second: Councilmember Phan / Vice Mayor Chua

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

CONSENT CALENDAR

Councilmember Phan requested to pull Item C2.

There were the following public speakers:

1. Voltaire Montemayor

After discussion, motion: to approve the Consent Calendar, pulling Item C2 for discussion.

Motion/Second: Vice Mayor Chua / Councilmember Lien

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

1. Receive City Council Calendar of Meetings for June 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Received City Council Calendar of Meetings for June 2024.

3. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Received the list of anticipated agenda items for the next regular City Council meeting.

4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Reviewed the list of items that have been requested by City Councilmembers and provided direction to staff as necessary.

5. Adopt a Resolution Calling for the General Municipal Election on November 5, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Adopted **Resolution No. 9330** calling a General Municipal Election for the City of Milpitas on Tuesday, November 5, 2024, requesting consolidation of the election in accordance with California Elections Code Section 10418, and requesting services from the Santa Clara County Registrar of Voters.

6. **Authorize and Approve the Out-Of-State Travel to Las Vegas, NV, for Councilmember Anthony Phan, from June 19 – 21, 2024 and Authorize and Approve Travel to San Francisco, CA, for City Manager Ned Thomas, from June 6 – 7, 2024 (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

(1) Authorized and approved the out-of-state travel to Las Vegas, NV for Councilmember Anthony Phan to attend the APALF's Inaugural AAPI LEAD Summit, from June 19 – 21, 2024, for a not-to-exceed amount of \$1,400.00; and (2) Authorized and approved travel to San Francisco, CA for City Manager Ned Thomas to attend the CLEI's California Land Use Law Conference, from June 6 – 7, 2024, for a not-to-exceed amount of \$1,300.00.

7. **FY 2023-24 Financial Status Report for the Quarter Ended March 31, 2024 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Reviewed the FY 2023-24 Quarterly Financial Status Report for the quarter ended March 31, 2024.

8. **Approve an Agreement with Xerox Corporation for Full-Service Lease of Copier/Multifunction Digital Devices (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Authorized the City Manager to execute a cooperative agreement with Xerox Corporation for a full-service lease of copier/multifunction digital devices through a cooperative procurement contract by Region 4 Educational Services Center for not-to-exceed \$368,000 for 60 months [five (5) years] with change order authority up to 10%, subject to the annual appropriation of funds.

9. **Approve the Purchase of a Police Vehicle, Find the Procurement to be in the Best Interest of the City, and Authorize the City Manager to Execute Any Documents Necessary to Effectuate the Purchase at the Negotiated Amount (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)**

Approved the purchase of a police vehicle, found the procurement to be in the best interest of the City consistent with Milpitas Municipal Code 1-2-3.03, and authorized the City Manager to execute any documents necessary to effectuate the purchase at the negotiated amount.

10. **Award IFB 24-091 and Authorize the City Manager to Execute the Purchase Order with Core and Main, LP for Valve Parts in the Amount of \$129,320.60 for Sunnyhills Turnout Rehabilitation Project, Project No. 7149 (Staff: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Awarded IFB 24-091 and authorized the City Manager to execute the purchase order with Core and Main, LP for the purchase of valve parts in the amount of \$129,320.60 for Sunnyhills Turnout Rehabilitation Project, Project No. 7149.

11. **Adopt a Resolution to Approve Project Plans & Specifications, Award the Construction Contract to Preston Pipelines Infrastructure, LLC, Authorize Design Services Agreement Amendment No. 1 with MNS Engineers, Inc. for Fire Station 1 Pressure Reducing Stations Relocation, Project No. 7133 (Staff: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Adopted **Resolution No. 9331** to approve project plans & specifications; awarded the construction contract to the lowest responsive, responsible bidder, Preston Pipelines Infrastructure, LLC, in a total amount of \$999,240; authorized the City Manager to execute the construction contract with Preston

Pipelines Infrastructure, LLC.; authorized the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$150,000; and approved and authorized the City Manager to execute Amendment No. 1 to the Design Services Agreement with MNS Engineers in the amount of \$156,524 for Fire Station 1 Pressure Reducing Station Reconstruction, Project No. 7133.

- 12. Approve and Authorize the City Manager to Execute the Improvement Agreement between the City and Chevron U.S.A. Inc., for the completion of the Offsite Public Improvements located at 1490 South Park Victoria Drive (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Approved and authorized the City Manager to execute the Improvement Agreement between the City and Chevron U.S.A. Inc., for the completion of the Offsite Public Improvements located at 1490 South Park Victoria Drive.

Motion/Second: Vice Mayor Chua / Councilmember Lien

Vote: 5-0

PUBLIC HEARINGS

- 17. Conduct a Public Hearing and Adopt a Resolution Approving General Plan Amendment GP24-0002 and an Ordinance Approving Zoning Text and Zoning Map Amendment ZA24-0002 to Create the New Business Park Research and Development Zone and Metro Area Zones (Staff Contact: Jay Lee, Planning Director, 408-586-3077; and Holly Pearson, Senior Special Projects Associate, 408-609-0072)**

Special Projects Associate Pearson introduced the item. Consultant Jennifer Murillo presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Nick Lamson
2. Voltaire Montemayor

Mayor Montano closed the public hearing.

City Attorney Matalipassi read aloud the title of Ordinance No. 38.855.

Councilmember Barbadillo questioned why there was a need to amend the General Plan as part of this update, and staff explained that a few minor adjustments were needed to align the General Plan with the new zoning ordinance. He also inquired after the warehouse square footage threshold.

Vice Mayor Chua and Councilmember Phan expressed concerns that the initially proposed 150,000 sq ft warehouse threshold was too restrictive and could deter investment. They both advocated for a higher 200,000 sq ft threshold. Staff explained that the 150,000 sq ft number was based on research into how other similar employment-focused zones in the region regulate warehousing, as well as feedback from stakeholders, but acknowledged there was no formula to determine the square footage. Vice Mayor Chua disclosed that she met with Cisco and other stakeholders and learned that several business interests opted to go elsewhere due to the uncertainty of the matter. She suggested reevaluating in a year or two to see the square footage of applications.

Councilmember Barbadillo opposed raising the CUP threshold to 200,000 square feet, relying on the staff recommendation of 150,000 square feet. He argued that the proposed change seemed arbitrary

and stressed the importance of adhering to the staff's analysis, which aimed to balance space use and employment goals. He suggested starting with the 150,000 threshold and revisiting it later if needed, rather than making an immediate increase. Vice Mayor Chua reiterated her support for raising the threshold for warehouse square footage to 200,000, adding that she planned to include direction to return in a year to review the statistics.

Councilmember Barbadillo asked for the Economic Development Director's input on the matter. Economic Development Director Alex Andrade emphasized the importance of flexibility in responding to market conditions, noting that the current real estate market favors industrial uses over office space. He supported a higher threshold to attract and retain businesses, citing the need to compete with other jurisdictions and adapt to changing market dynamics.

Vice Mayor Chua made a motion: to determine that the EIR Addendum adequately analyzes the potential environmental impacts associated with the proposed General Plan and Zoning Amendments and is in compliance pursuant to CEQA Guidelines §15162 and §15164; adopt **Resolution No. 9332** approving General Plan Amendment No. GP24-0002; and waive reading beyond the title and introduce **Ordinance No. 38.855** approving Zoning Text and Zoning Map Amendment No. ZA24-0002 to create the new Business Park Research and Development Zone and Metro Area Zones with the square footage raised to 200,000.

Motion/Second: Vice Mayor Chua / Mayor Montano

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Lien, Councilmember Phan

NOES: Councilmember Barbadillo

13. Conduct a Public Hearing and Adopt Resolutions to Approve the Fiscal Year 2024-25 Proposed Operating Budget for the City of Milpitas and the Milpitas Housing Authority, Approve the Fiscal Year 2024-25 Gann Appropriations Limit, Authorize Various Financial Actions, Fiscal Policies and Budget Guidelines, and Amend the Classification Plan for Alignment with the FY 2024-25 Proposed Operating Budget, the Minimum Wage Increase, and Salary Schedules Consistent with Previous Council Action (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

City Manager Thomas introduced the item. Finance Director Cofresi-Howe presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

Councilmember Lien sought clarification on the \$631,000 allocated for City Council expenses.

Vice Mayor Chua inquired about the total payroll and the percentage of the general fund, and the projected deficit in FY 2027-28. She emphasized the importance of the financial stress test and asked after what could be done now to mitigate the future deficit. The Vice Mayor asked for a detailed report addressing these financial concerns.

Councilmember Phan raised concerns about a \$175,000 allocation for legal services with Myers-Nave, noting a significant increase from previous allocations. City Manager Thomas clarified that the request was for new funds for the upcoming budget year and separate from previous reallocations and Assistant City Manager Cano added that the request was the original figure submitted weeks ago, not

an increase based on the amount declined by the City Council previously. Councilmember Phan voiced his discomfort with the request, citing concerns that this request raises the amount too greatly. He asked to strike the Myers-Nave contract from the attachment.

Vice Mayor Chua made a motion: to adopt the following resolutions: (a) Joint **Resolution No. 9333 / HA 33** of the City Council and Milpitas Housing Authority to approve the Fiscal Year 2024-25 Proposed Operating Budget for the City of Milpitas and the Milpitas Housing Authority, approve the Fiscal Year 2024-25 Gann Appropriations Limit, Fiscal Policies and Budget Guidelines and authorizing various financial actions by the City Manager, including Approving and Authorizing the Execution of Various Contracts and Payments over \$100,000, and striking out the Myers-Nave agreement from the attachment for Contracts and Payments over \$100,000; (b) Resolution No. 9334 Amending Resolution No. 1626, the Classification Plan, to authorize additional positions and amend budgeted allocated positions; (c) Resolution No. 9335 Amending Resolution No. 1626, the Classification Plan, to adjust the hourly rate ranges for classifications due to a minimum wage increase pursuant to Ordinance No. 292; (d) Resolution No. 9336 Amending Resolution No. 1626, the Classification Plan of Unrepresented Management Employees and Authorizing Fringe Benefits; (e) Resolution No. 9337 Amending Resolution No. 1626, the Classification Plan, to adjust the Salary Schedules for various classifications to align with the current memorandums of understandings (MOUs).

Councilmember Phan seconded the motion.

Councilmember Barbadillo sought clarification on the budget approval process and stressed the importance of discussing the general budget before specific items. He expressed frustration over the lack of community oversight for the \$253 million budget, questioned the prudence of using reserves to balance it, and raised concerns about the sustainability of using one-time revenue sources and emphasized the need for stable recurring revenues. City Manager Thomas reassured that the budget is balanced for the next fiscal year and that ongoing evaluations will be conducted to address future financial challenges. Councilmember Barbadillo requested regular reports to monitor income generation and the status of revenue sources to ensure long-term budget sustainability, emphasizing the need for proactive planning to avoid future financial shortfalls.

Vice Mayor Chua supported Councilmember Barbadillo's request for clearer, more understandable quarterly financial reports, suggesting a format similar to the current snapshot. City Manager Ned Thomas proposed including the 10-year forecast in the year-end report, which typically includes final numbers and financial outcomes.

Upon a call for the question, the motion passed.

Motion / Second: Vice Mayor Chua/Councilmember Phan

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Lien, Councilmember Phan

NOES: Councilmember Barbadillo

14. Adopt a Resolution Certifying Election Results and Adding the Properties Located at 675 Trade Zone Blvd and 1951 Tarob Court into Community Facilities District No. 2008-1 (Annexation No. 26) (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3355)

Senior Engineer Valderrama presented the report.

Mayor Montano opened the public hearing

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

City Clerk Guzzetta canvassed the results, reporting that the proposition passed with one vote in favor.

After discussion, motion: to adopt **Resolution No. 9338** certifying election results and adding 675 Trade Zone Boulevard and 1951 Tarob Court to Community Facilities District No. 2008-1 (Annexation No. 26).

Motion/Second: Councilmember Lien / Vice Mayor Chua

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

15. Conduct a Public Hearing and Adopt a Resolution Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Maintenance Assessment District No. 95-1 - McCarthy Ranch for Fiscal Year 2024-25 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; Michael Silveira, City Engineer, 408-586-3303)

Public Works Division Manager - Engineering Alonzo presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

After discussion, motion: to adopt **Resolution No. 9339** confirming the assessment and ordering the levy for Landscaping and Lighting Maintenance Assessment District No. 95-1 - McCarthy Ranch for Fiscal Year 2024-25.

Motion/Second: Councilmember Barbadillo / Mayor Montano

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

16. Conduct a Public Hearing and Adopt a Resolution Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Maintenance Assessment District No. 98 -1 - Sinclair Horizon for Fiscal Year 2024-25 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; Michael Silveira, City Engineer, 408-586-3303)

Public Works Division Manager - Engineering Alonzo presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

After discussion, motion: to adopt **Resolution No. 9340** confirming the assessment and ordering the levy for Landscaping and Lighting Maintenance Assessment District No. 98 -1 - Sinclair Horizon for Fiscal Year 2024-25.

Motion/Second: Councilmember Lien / Councilmember Barbadillo

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien, Councilmember Phan

NOES: None

ITEMS PULLED FROM CONSENT CALENDAR

2. Approve City Council Meeting Minutes of May 14 and 21, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Councilmember Phan requested changes to the May 21, 2024, minutes to include details regarding the Myers-Nave reallocation item including the original contract amount, the contract extension, and the length of the City's relationship with the firm.

City Manager Thomas agreed to review the meeting recording to update the minutes and bring the May 21st minutes back separately.

After discussion, motion: to approve City Council Meeting minutes of May 14, 2024.

Motion/Second: Councilmember Phan / Councilmember Lien
by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien, Councilmember Phan

NOES: None

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

City Manager Thomas announced the June 11, 2024, City Council Special Meeting at 5:30 PM in the Milpitas City Hall Council Chambers.

ADJOURNMENT

Mayor Montano adjourned the meeting at 10:00 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL AND HOUSING AUTHORITY

MINUTES
TUESDAY, JUNE 11, 2024

The City Council of the City of Milpitas convened on the Special City Council meeting day in a Joint Meeting of the Milpitas City Council and Housing Authority on June 11, 2024, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk

Mayor Montano called the Special City Council meeting to order at 5:33 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

ABSENT: None.

PLEDGE OF ALLEGIANCE

Vice Mayor Chua led the pledge of allegiance.

PRESENTATIONS

Mayor Montano and the City Council presented certificates in recognition of Community Heroes.

The City Council recessed to a Community Heroes recognition reception at 5:56 PM

The City Council reconvened at 6:31 PM

PUBLIC FORUM

There were the following public speakers:

1. Voltaire Montemayor

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest. City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any reportable campaign contributions. By roll call, there were no reportable campaign contributions.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Vice Mayor Chua read the City Council Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

Motion/Second: Vice Mayor Chua / Councilmember Lien

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien, Councilmember Phan

NOES: None

CONSENT CALENDAR

There were no public speakers.

After discussion, motion: to approve the Consent Calendar.

Motion/Second: Councilmember Lien / Councilmember Barbadillo

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien, Councilmember Phan

NOES: None

1. Approve Accounts Receivable Write-offs for the Fiscal Year Ending June 30, 2024 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Approved the Accounts Receivable write-offs for the Fiscal Year ending June 30, 2024.

2. Approve a Milpitas Housing Authority Agreement with Bay Area Builders, Inc. dba BAB Commercial for Property Management Services (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046)

Approved a Milpitas Housing Authority Agreement with Bay Area Builders, Inc. DBA BAB Commercial for property management services in an amount not to exceed \$50,000 and authorize the City Manager to act as Executive Director in the execution of the agreement.

AGENDA ITEMS

3. Review the List of Agenda Item Requests From Individual Councilmembers and Provide Direction to Staff Through the Council-Approved Prioritization Process (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

(1) Reviewed the list of agenda item requests from individual Councilmembers and provide direction to staff, through the prioritization process, on which Group 1 items should be advanced; and (2) Provided additional input to staff, if any, on Group 1 items that received Council direction to advance and all Group 2 items.

The following prioritization items were selected to move forward:

CC 7 Community Advisory Commission: Change focus to housing

CC 8 Explore increasing stipend for planning commission

CC 10 Escuela Parkway Traffic Safety Review

City Manager Thomas introduced the item. Assistant City Manager Cano presented the report.

There were the following public speakers:

1. Voltaire Montemayor

Vice Mayor Chua withdrew three items from consideration (CC03 - Tobacco Ordinance Review, CC11 - Ordinance on Catalytic Converters, and CC12 - ADU Sales Law). She also added clarification that CC05 for the Arts Month should also include employees, and that if CC07 is selected for prioritization,

the name of the commission be the Community Advisory and Housing Commission.

The City Council reviewed the list of agenda item requests from individual Councilmembers, and individually voted electronically for two items in group one to advance as a priority.

City Clerk Guzzetta read the results of the vote with the following items receiving a majority of votes and moving forward:

CC 7 Community Advisory Commission: Change focus to housing
CC 10 Escuela Parkway Traffic Safety Review

Vice Mayor Chua expressed concern about having to wait 3-4 months for another round of prioritization to consider the other items that received some votes, but didn't reach the 3-vote threshold.

The council and staff discussed options, with Assistant City Manager Cano suggesting that for the next round, they could just vote on the remaining items that received at least 1 or 2 votes, rather than the full list of 10 Group 1 items. After discussion, it was decided to have a second round of voting, but only on the remaining items that had received at least 1 or 2 votes in the first round.

The City Council individually voted electronically for one additional item from those items in group one that received at least 1 or 2 votes to advance as a priority.

City Clerk Guzzetta read the results of the vote with the following item receiving a majority of votes and moving forward:

CC 8 Explore increasing stipend for planning commission

PUBLIC HEARINGS

4. Adopt a Resolution Approving a Site Development Permit, Conditional Use Permit, Vesting Tentative Map, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to Allow the Development of 43 Townhome Condominiums with 13 Accessory Dwelling Units and Associated Site Improvements at 1905 Tarob Court (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

City Manager Thomas introduced the item. Principal Planner Van Hua presented the report, joined by Planning Director Lee and representatives from Toll Brothers.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor
2. Loreto Quevedo Dimaandal

Mayor Montano closed the public hearing.

Toll Brothers representative Nick Kosla spoke about the history of Toll Brothers with the City and the project being considered.

After discussion, motion: to adopt **Resolution No. 9341** to approve Site Development Permit No. SD23-0011, Conditional Use Permit No. UP23-0007, Vesting Tentative Map No. MT23-0001, Density Bonus Permit No. DB23-0002, Tree Removal Permit No. TR23-0015, and Environmental Assessment No.

EA23-0002 to allow the development of 43 townhome condominiums with 13 accessory dwelling units and associated site improvements at 1905 Tarob Court subject to the Conditions of Approval. .

Motion/Second: Councilmember Phan / Councilmember Lien

Motion carried by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Vice Mayor Chua suggested the creation of a "Housing Corner" on the City's website providing links to housing-related resources and suggested the matter be referred to the Community Advisory and Housing Commission.

Mayor Montano emphasized the importance of prioritizing the development of housing for very low-income individuals.

ADJOURNMENT

Mayor Montano adjourned the meeting at 8:09 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 6/14/2024

August 13, 2024 – Special Meeting

CLOSED SESSION

INVOCATION (Councilmember Barbadillo)

PRESENTATION

- National Night Out Commendations for Police Chief and Fire Chief

CONSENT CALENDAR

1. Receive City Council calendar for August 2024 (City Clerk)
2. Approve City Council meeting minutes of June 18, 2024 (City Clerk)
3. Preview list of items for August 20, 2024 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Commission Appointments (City Clerk)
6. Report of Emergency Actions during the Summer Recess (City Manager)
7. 475 Sycamore Drive Improvement Agreement (Public Works)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

OPEN ITEMS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Send a letter signed by the Mayor and City Council to the County Administrator and Supervisor Lee, asking the county to investigate the treatment of horses by Chaparral Corporation at Ed Levine Park and the adjacent Chaparral Ranch	Chua	5/21/2024	This letter was sent to the County on June 7, 2024.

ACTIVE ITEMS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
2	Conduct a traffic study on Escuela Parkway to address circulation concerns	Montano	5/7/2024	Approved for prioritization at 6/11/24 meeting
3	Explore the possibility of augmenting the Planning Commission stipend	Barbadillo	4/16/2024	Approved for prioritization at 6/11/24 meeting
4	Explore changing or enhancing the focus of the community advisory commission to add housing	Chua	4/2/2024	Approved for prioritization at 6/11/24 meeting
5	Request that the Arts Commission explore alternatives for future of statue in front of City Hall	Phan	1/30/2024	An update was included in the 6/11/24 prioritization report.
6	Update the Commissioner Handbook to include an option for outgoing commissioners to make presentations to other commissions	Chua	1/23/2024	An update was included in the 6/11/24 prioritization report.
7	Workshop for retailers focusing on best practices and safety with plans for quarterly sessions	Chua	1/23/2024	An update was included in the 6/11/24 prioritization report.
8	Explore possibility of naming the County library on Main Street	Phan	1/23/2024	An update was included in the 6/11/24 prioritization report.
9	Consideration of the 20% Low Income Below Market Rate Housing	Montano	12/5/2023	An update was included in the 6/11/24 prioritization report.
10	Bring back Bingo and the Tour at the Senior Center	Chua	11/7/2023	An update was included in the 6/11/24 prioritization report.
11	Referral for utility infrastructure cost on Main Street from Carlo to Corning Streets	Montano	10/17/2023	An update was included in the 6/11/24 prioritization report.
12	Consider a possible ordinance or policy regarding solicitations at home	Barbadillo	10/3/2023	An update was included in the 6/11/24 prioritization report.
13	Main Street International Festival	Lien	10/3/2023	An update was included in the 6/11/24 prioritization report.
14	Have the Police Chief direct staff to complete an analysis in partnership with the County to determine if it would be beneficial to have a location where residents can pickup Narcan	Chua	9/5/2023	An update was included in the 6/11/24 prioritization report.
15	Explore taking steps towards becoming a Charter City	Phan	9/5/2023	An update was included in the 6/11/24 prioritization report.
16	Human Resources Director to conduct a job fair specific to the job openings at City Hall	Chua	5/2/2023	An update was included in the 6/11/24 prioritization report.
17	Pickleball Pilot Project	Chua	2/28/2023	An update was included in the 6/11/24 prioritization report.
18	Main Street Infrastructure Projects	Montano	2/28/2023	An update was included in the 6/11/24 prioritization report.
19	Main Street Flooding at Library	Chua	2/28/2023	An update was included in the 6/11/24 prioritization report.
20	Satellite Consulate Office	Montano	2/28/2023	An update was included in the 6/11/24 prioritization report.
21	Have the City look into the possibility of a Citywide Senior Discount	Barbadillo	2/7/2023	An update was included in the 6/11/24 prioritization report.

NOTE: Deferred and Completed Items are not listed

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
22	City Manager to look into defining either a standalone teen center or updating information to indicate the Senior Center also functions as a Teen Center	Chua	9/20/2022	An update was included in the 6/11/24 prioritization report.
23	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe	Montano	8/16/2022	An update was included in the 6/11/24 prioritization report.
24	City Manager look into implementing a workshop for small businesses on the bidding process for projects in the city	Chua	8/9/2022	An update was included in the 6/11/24 prioritization report.
25	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	An update was included in the 6/11/24 prioritization report.
26	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	An update was included in the 6/11/24 prioritization report.
27	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	An update was included in the 6/11/24 prioritization report.
28	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	An update was included in the 6/11/24 prioritization report.
29	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	An update was included in the 6/11/24 prioritization report.
30	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	An update was included in the 6/11/24 prioritization report.
31	Consider Community Museum and Park on Main St.	Phan	8/20/2019	Discussions with the property owner of this site are ongoing.

NOTE: Deferred and Completed Items are not listed



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider the Recommendation from Mayor Montano for Appointments to City Commissions (Contact: Mayor Montano, 408-586-3024)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	6/18/2024
Recommendation:	Receive the recommendation from Mayor Montano and approve appointments to City Commissions

Background:

The City of Milpitas has 13 Commissions (including the Measure F Oversight Committee), with members appointed by the Mayor and confirmed by the City Council. The Commissions advise the Milpitas elected officials on a variety of community interest and policy areas.

Any resident interested in serving on a City Commission must complete a Commission Application and submit the form to the City Clerk. Copies of the applications are provided to the Mayor for her consideration. Per Government Code 40605, in a general law city where the office of Mayor is an elective office, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.

Current Commissioners may seek to be reappointed upon the expiration of their current term, but reappointment to a new term is not automatic. Those Commissioners seeking reappointment must contact the City Clerk and the Mayor to convey their request. Re-appointment must be recommended by the Mayor and confirmed by the City Council.

Analysis:

Mayor Montano is making the following recommendations for appointment:

Economic Development and Trade Commission:

1. Appoint Jacob Sanchez to the Real Estate representative position with a term ending April 30, 2027.

Additional commission appointment recommendations from Mayor Montano may be transmitted separately as an additional attachment to the agenda.

All recommended Commissioner appointments have been reviewed and confirmed by the City Clerk's office.

Fiscal Impact:

There is no fiscal impact associated with this item.

CEQA:

The action is continuing administrative or maintenance activity and is not a project pursuant to Cal. Code Regs., tit. 14, § 15378.

Recommendation:

Receive the recommendation from Mayor Montano and approve appointments to City Commissions.

Attachments:

Commissioner Applications

From: noreply@civicplus.com
To: [City Clerk](#)
Subject: Online Form Submittal: Commission Applications
Date: Tuesday, May 14, 2024 10:36:43 AM

CAUTION: EXTERNAL SENDER

This email originated from outside the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe. [Report suspicious messages](#) to the [IT Helpdesk](#).

Commission Applications

Commission /
Committee Applying
for: Economic Development and Trade Commission

First Name	Jacob
Last Name	Sanchez
Address Type	Business
Address	[REDACTED]
City	San Jose
State	Ca
Zip Code	95136
Phone Number	[REDACTED]
Email Address	[REDACTED]
Present Employer	BCCRE
Other Phone	<i>Field not completed.</i>
Business Address (Optional)	[REDACTED]
City	San Jose
State	Ca
Zip Code	95128
Occupation	Commercial Real Estate Broker
Education: If Youth	<i>Field not completed.</i>

Advisory Commission
applicant, indicate your
grade / school:

College, Professional, Vocational, or other schools attended	San Jose State University.
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Major Subject	Chemistry
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Degree	B.S. Chemistry
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List community organizations to which you belong or have belonged (additional
information may be attached).

Name of Organization	IFMA
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Member	<i>Field not completed.</i>
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Name of Organization	<i>Field not completed.</i>
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Member	<i>Field not completed.</i>
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Name of Organization	<i>Field not completed.</i>
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Member	<i>Field not completed.</i>
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If application is for Veterans Commission, indicate branch and service in any U.S.
military organization (retired or active duty).

Branch of Military	<i>Field not completed.</i>
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Officer	<i>Field not completed.</i>
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Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):	Throughout my career, I've been deeply committed to advocating for small businesses and community development. My focus is on promoting initiatives that not only foster the city's growth but also ensure its sustainability. Having worked closely with businesses in Milpitas, such as the Rahima Foundation, USI Networks, Peak Precision, Sival Tech, and Lumatas BioSystems, I've gained invaluable insights into business dynamics. This experience allows me to tailor economic development strategies that attract and retain companies, ultimately driving job creation and revenue growth. As a skilled dealmaker, I understand the importance of creative solutions, especially in challenging economic climates. Leveraging my extensive network of developers, commercial lenders, investors, and business owners, I strive to craft mutually beneficial deals that fuel economic expansion.
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Moreover, my listings in San Jose, Santa Clara, Newark, and Fremont provide me with a comprehensive understanding of regional trends. This broader perspective enables me to gauge the pace of development across the area and adapt strategies accordingly.

Upload a File

Field not completed.

Date

5/14/2024

By submitting this form, I confirm I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Name

Jacob Ramon Sanchez

Email not displaying correctly? [View it in your browser.](#)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Delegating Authority to the City Manager or Designee to Approve and Execute Project-Related Documents and Urgent Administrative Items During the City Council Summer Recess (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	6/18/2024
Recommendation:	Adopt a resolution delegating authority to the City Manager, or their designee, to approve and execute project-related documents, including contract documents and urgent administrative items during the City Council and City of Milpitas Housing Authority summer recess from the last City Council meeting held in June through August 13, 2024.

Background

The City Council and City of Milpitas Housing Authority have a scheduled recess between the last City Council meeting in June and August 13, 2024, during which no regular City Council meetings will take place, although a special meeting on August 5, 2024, is being considered for the sole purpose of reviewing potential November 2024 ballot measures. To ensure that critical services and projects continue and are completed on time, it may be necessary to take action during Council recess. Therefore, it is requested that the City Council and City of Milpitas Housing Authority authorize the City Manager, or their designee, to take appropriate action during the recess.

Analysis

Authorizing the City Manager, or their designee, to take appropriate actions, including signing contracts within City Council financial authority under the Municipal Code, will ensure projects stay on schedule and that the City continues to provide vital services to the community. Deferring these actions until after the Council recess could lead to additional costs or delays to projects or services. A report summarizing any actions taken during the recess by the City Manager or their designee under this delegated authority will be presented to the City Council on August 13, 2024.

Policy Alternative

Alternative: Do not approve the requested delegation of authority

Pros: Retains Council approval authority

Cons: Will not enable timely action on urgent project and administrative needs to ensure continued provision of vital services to the community.

Reason for not Recommending: Will not allow timely action to ensure the continued delivery of services to the community and time sensitive actions on projects during the Council recess.

Fiscal Impact

Approval of any potential agreements or contracts are anticipated to be within the Council approved budget therefore, there is no fiscal impact.

CEQA

The City Council delegation of authority is exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) as it can be seen with certainty that the delegation does not have the potential to cause a significant effect on the environment as it does not involve the approval of any particular project. Further, this action is exempt pursuant to CEQA Guideline 15378(b)(4) as a governmental fiscal activity which does involve any commitment

to any specific project. Although the delegation may involve various projects, those projects received sufficient and appropriate CEQA review at the time of approval.

Recommendation

Approve the delegation of authority to the City Manager, or their designee, to approve and execute project-related documents, including contract documents, and urgent administrative items during the City Council and City of Milpitas Housing Authority summer recess from the last City Council meeting held in June through August 13, 2024.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AND
THE HOUSING AUTHORITY TEMPORARILY DELEGATING AUTHORITY
TO THE CITY MANAGER OR DESIGNEE TO APPROVE AND EXECUTE
PROJECT-RELATED DOCUMENTS AND URGENT ADMINISTRATIVE ITEMS
DURING THE CITY COUNCIL SUMMER RECESS**

WHEREAS, the City Council and the Housing Authority have a scheduled recess between the last City Council meeting in June and August 13, 2024, during which no regular City Council meetings will take place; and

WHEREAS, it is necessary to ensure that critical services and projects continue and are completed on time during the Council recess; and

WHEREAS, authorizing the City Manager, or their designee, to take appropriate actions, including signing contracts within the City Council's financial authority under the Municipal Code, will ensure projects stay on schedule and that the City continues to provide vital services to the community; and

WHEREAS, deferring these actions until after the Council recess could lead to additional costs or delays to projects or services; and

WHEREAS, a report summarizing any actions taken by the City Manager or their designee during the recess under this delegated authority will be presented to the City Council on August 13, 2024; and

NOW, THEREFORE, the City Council of the City of Milpitas and the Housing Authority hereby finds, determines, and resolves as follows:

1. The City Manager, or their designee, is authorized to take appropriate actions, including the approval and execution of project-related documents and urgent administrative items exceeding \$100,000, during the City Council and Housing Authority summer recess from the last City Council meeting held in June through August 13, 2024.

2. A report summarizing any actions taken by the City Manager or their designee during the recess under this delegated authority will be presented to the City Council on August 13, 2024.

PASSED AND ADOPTED this 18th day of June 2024, by the following vote:

AYES: (0)

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve a Community Investment Fund Grant for Milpitas Unified School District Adult Education for Workforce Development and Educational Services (Staff Contact: Alex Andrade, Director of Economic Development, 408-586-3046; Margaret Tamisiea, Senior Special Projects Associate, 408-586-3047)
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2024
Recommendation:	Approve a Community Investment Fund grant that provides workforce development and educational services in the amount of \$29,000 for Milpitas Unified School District Adult Education to support the early childhood education paraprofessional training program.

BACKGROUND:

Due to the wide-ranging economic, social and health challenges caused by the unprecedented COVID-19 pandemic, the City Council expressed a desire to assist the Milpitas community with a workforce development initiative, with the goals of helping to rebuild the local economy while assisting residents to return to the workforce and/or improve skillsets to move into career ladder employment opportunities. In addition, the City Council agreed to explore funding to support career pathways. On December 14, 2021, the City Council approved the Workforce Development Program of \$300,000, formerly funded with American Rescue Plan Act (ARPA) monies¹, for beneficiaries that have been adversely affected and/or expended resources in responding to the COVID-19 public health emergency.

Community-based organizations that have received Workforce Development Program funding include the following, totaling approximately \$245,000:

- Milpitas Youth Force (MYF) FY 2022 and 2023
- First 5 Santa Clara County
- Rising Sun Center for Opportunity
- Build It Green
- Milpitas Unified School District (MUSD) Adult School Career Training Center
- SEMI Foundation

ANALYSIS:

According to data from the California Department of Education (CDE), there is a shortage of teaching staff throughout the state. Santa Clara County and local agencies are in dire need of Early Childhood Education (ECE) site directors, teachers, and paraprofessionals for preschool and after-school programs. The City of Milpitas has partnered with Milpitas Adult Education – MUSD (Milpitas Adult Education) providing financial support for workforce programs and career pathways such as résumé writing and job search skills to assist Milpitas residents negatively impacted by COVID-19 and the consequent changing economic conditions. Based on direction from the City Council and discussions at the City School Collaborative on October 31, 2023, staff has identified an early childhood education paraprofessional training program at the Milpitas Innovation Campus Career Center for potential funding through the City Workforce Development Program.

¹ City Council April 16, 2024, Item #7 *Reallocation of American Rescue Plan Act Funds* recommended reallocation of program appropriations in the ARPA Fund to the General Fund to meet the federal grant requirement to obligate all ARPA funds by December 31, 2024 and expend all ARPA funds by December 31, 2026.

<https://milpitasca.portal.civicclerk.com/event/1706/files/report/310>

Milpitas Adult Education

Milpitas Adult Education has been serving the community since 1954 as a public school for adults. The school's curriculum is aligned to state-mandated standards for adult schools.

The Milpitas Innovation Campus Career Center offers a paraprofessional training program (Program) with 20 hours of instruction. Paraprofessionals provide direct assistance to teachers and students within a classroom. The Program includes self-directed study in the form of readings and assignments, and covers the skills needed to successfully work in an Early Childhood Education classroom setting.

The Program will serve a total of 40 students. The first cohort of 20 students will start the Program in October and the second cohort of 20 students will start the Program in March. Major topics of study in this Program include English Language Arts, Mathematics, and Soft Skills needed to work in a classroom setting.

The Instructional Core Competencies of the Program include:

- Understanding the value of providing instructional and other direct services to all students, specifically in ECE classrooms.
- Understanding the roles and responsibilities of certificated/licensed staff and paraprofessionals in ECE classrooms.
- Ability to practice ethical and professional standards of conduct, including the requirements of confidentiality.
- Ability to communicate with colleagues, follow instructions, and use problem-solving and other skills that will enable the paraeducator to work as an effective member of the instructional team.
- Ability to provide positive behavioral support and management.
- Awareness of diversity among the children, youth, families, and colleagues with whom they work.
- Knowledge and application of the elements of effective instruction to assist teaching and learning as developed by the certificated/licensed staff in a variety of settings including ECE classrooms and programs in Milpitas.
- Knowledge of and ability to follow health, safety, and emergency procedures of the employing agency.
- Awareness of personal care and/or health-related support.

Upon successful completion of the course, the student may take the Educational Testing Services (ETS) ParaPro standardized exam. Passing the exam gives the students an industry-recognized certificate that satisfies industry requirement for employment as a paraprofessional in an Early Childhood Education.

The measurable outcome of the Program include:

1. 40 students will complete the Program.
2. Students will pass the ParaPro test at a recommended score.
3. The 10 individuals who achieve the highest scores on the ParaPro test will be placed into on-the-job training (OJT) positions.
4. Employment in the ECE field – applicants will be asked to complete a Letter of Interest agreement to work in an ECE program in the City of Milpitas following completion of the Program.

The MUSD Innovation Campus Career Center will provide job placement assistance for all students who pass the ParaPro test. In addition, ten students will be placed in on-the-job training positions. These paid paraprofessional positions will be at MUSD Child Development Centers (Rose and Sunnyhills).

This workforce development program complements the Office of Economic Development's Workforce Development and Education Strategy under the May 5, 2020, adopted Economic Development Strategy, which outlines broader trends, opportunities, and concerns around the future of the local workforce, with an emphasis on building skills and opportunities for Milpitas residents.

FISCAL IMPACT:

The Workforce Development programs are fully funded under the City Council's Community Investment Fund. The City Council approved a total of \$300,000 for workforce development programs on December 14, 2021. The staff recommendation for this Agenda Report is to grant a total of \$29,000 for MUSD Adult Education early childhood education paraprofessional training program.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

Approve the Workforce Development grant from the Community Investment Fund for workforce development and education services in the amount of \$29,000. The grant will support Milpitas Unified School District Adult Education early childhood education paraprofessional training program.

Attachment(s):

A. MUSD Proposal and Budget



MILPITAS UNIFIED SCHOOL DISTRICT

I Introduction

Milpitas Adult Education has been serving the community since it was established in 1954 as a public school for adults. Currently, Milpitas Adult Education is the only adult school serving the city of Milpitas as part of the city's unified school district. As such, our curriculum is aligned to state-mandated standards for adult schools. We are also proud to be a Western Association of Schools and Colleges (WASC) accredited school.

According to data from the California Department of Education (CDE), there is a shortage of education staff throughout the state. County and local agencies are in dire need of Early Childhood Education (ECE) site directors, teachers, paraeducators for preschool and before and after school programs.

The vision of Milpitas Unified School District (MUSD) is to expand the ECE pathway for our community members. MUSD's collaboration with the City of Milpitas is strong and innovative. In the next few years, upon completion of the MUSD Innovation Campus, MUSD will have an ECE Research Center, which will provide teen through adult learners with opportunities for apprenticeships and internships leading to certification in the ECE career pathways.

Additionally, building paraeducators capacity to work in an inclusive ECE classroom, which MUSD currently provides at its Rose and Sunnyhills Child Development Centers, is critical to supporting the primary roles of a paraprofessional. Paraprofessionals provide direct assistance to teachers and students within a classroom. Paraprofessionals in an ECE class create a positive and inclusive learning environment that include both individual and small groups and are an imperative part of ECE education.

The City of Milpitas Community Investment funds directed to authorize five Investment Areas including diverse programs to directly help the residents and businesses. The Office of Economic Development and Workforce Development is focused on various programming categories that include at-risk youth, youth and adult, green/sustainable jobs, childcare workforce and to partner with the unhoused population on community beautification.

II The proposal

Foundational course Early Childhood Education (ECE) Paraprofessional Pathway at the Milpitas Innovation Campus Career Training Center. Our current Para course is 20 hours of instruction plus self-directed study in the form of readings and assignments and covers the skills needed to successfully work in the support of teachers and students in an Early Childhood Education classroom setting.

Major topics of study in this course include English Language Arts, Mathematics, and Soft Skills needed to work in a classroom setting. Upon successful completion of Foundational courses the applicant can then take the ETS ParaPro standardized exam and/or local school district exam. Successful completion of the ETS ParaPro exam gives the participant an industry-recognized certificate from the Educational Testing Services (ETS) and/or adult school Certificate of Achievement that can be used to satisfy industry requirement for employment as a paraprofessional in an Early Childhood Education, Elementary, Middle, High, and/or post-secondary classroom setting.

The Instructional Core Competencies include

- Understanding the value of providing instructional and other direct services to all students, specifically in the Early Childhood Education (ECE) classrooms.
- Understanding the roles and responsibilities of certificated/licensed staff and paraeducators in Early Childhood Education (ECE) classrooms.
- Ability to practice ethical and professional standards of conduct, including the requirements of confidentiality
- Ability to communicate with colleagues, follow instructions, and use problem-solving and other skills that will enable the paraeducator to work as an effective member of the instructional team
- Ability to provide positive behavioral support and management
- Awareness of diversity among the children, youth, families, and colleagues with whom they work
- Knowledge and application of the elements of effective instruction to assist teaching and learning as developed by the certificated/licensed staff in a variety of settings including Early Childhood Education (ECE) classrooms and programs in the city of Milpitas.
- Knowledge of and ability to follow health, safety, and emergency procedures of the employing agency
- Awareness of personal care and/or health-related support.

Assuming full capacity, the total approximate number of people receiving services: 2 cohorts of 20 participants each.

Connect students and Milpitas community members with resource access to receive on the job training through potential apprenticeships and internships, along with job placement assistance and job development workshops at the Milpitas Innovation Campus Career Center.

Placement services ensure that the City of Milpitas Community Investment funding resources enable students

MUSD Milpitas Adult Education

Early Childhood Education- Milpitas USD-Community Investment Proposal

to reach their individual potential and employment goals in ECE. Potential job placements included Milpitas Unified school district programs and Milpitas community programs including preschool, TK, and In-Home Milpitas based day care services.

Milpitas Adult Education's proposed Pathways to Education will serve the above stated target population aligning its curriculum with current occupations for:

1. Paraprofessionals/Teaching Assistants in the ECE Classrooms:
Preschool and Transitional Kindergarten (TK), Required Adult to Student Ratio:
1:8 ratio Preschool
1:12 ratio for TK

About the services

The Paraprofessional Pathway (Instructional Component) will be provided at the Milpitas Adult School premises, equipped with state-of-the-art instructional technology.

Eligibility to enter the training program

1. Milpitas residents
2. High school equivalency diploma or equivalency
3. Out of the county participants will take a CASAS reading assessment (Comprehensive Adult Student Assessment Systems) Predetermine CASAS score eligibility

Measurable Project Outcomes

The measurable outcomes are:

1. 40 Students will complete the program.
2. Students pass the test at the recommended score.
3. Placement and OJT (on the job training) for 10 individuals who obtain the highest scores in the ParaPro test.
4. Students will secure employment in the early childhood education field***applicants will be asked to complete a Letter of Interest agreement to work in an ECE program in the city of Milpitas following completion of the program.*

Budget Proposal for 02 cohorts of 20 individuals each

MUSD Milpitas Adult Education

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City of Milpitas-Educational Pathways	
<u>Budget Proposal for 2 cohorts</u>	
Each cohort of 20 Milpitas participants	
Resource XXXX- CC XXXXXX	
<u>Certificated -1xxx:</u>	
Career Center CTE Teacher	\$5,000.00
Tutor services-remediation	\$618.22
Sub-Total - 1xxx	\$5,618.22
<u>Classified-2xxx:</u>	
Clerical Support Staff	\$850.00
Sub-Total -2xxx	\$850.00
Benefits - 3xxx	
CE Benefit/Burdens teacher	\$1,650.00
CL Benefit/Burdens Innovation Campus site	\$195.00
Sub-Total -3xxx	\$1,845.00
Office Supplies 4xxx	
Instructional supply	\$500.00
Services - 5xxx	
ParaPro Testing for 40 students @\$65.00	\$2,600.00
OJT 30 hours of paid internship for 10 students @\$25.00 hour	\$7,500.00
TB and Fingerprinting for 10 students	\$800.00
Workshop training promotional material for 40 students/includes CPR training and certification	\$8,000.00
	\$18,900
Total 1xxx-5xxx	\$27,713.22
Indirect Cost Rate Applied 4.58%	\$1,269
BALANCE	\$28,982.49

Milpitas USD in-kind contributions for the proposal

Include:

- Volunteers for pre-assessment and onboarding applicants
- Milpitas Innovation Campus facility use
- Custodial support covered from Adult Ed budget
- One-time \$25.00 application program participation (waived)
- CalWORKs funds for eligible students

MUSD Milpitas Adult Education

Early Childhood Education- Milpitas USD-Community Investment Proposal



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve an Amendment to the Agreement with Housekeys to Execute a One-Year Extension for Administration of the Below Market Rate Homeownership Program (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046 and Robert Musallam, Housing and Neighborhood Services Administrator, 408-586- 3275)
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2024
Recommendation:	Accept and approve a budget appropriation of \$150,000 from the Housing Authority Fund and authorize the City Manager or designee to execute an amendment to the agreement with Housekeys exercising a one-year contract option for administration of the Below Market Rate Homeownership Program.

BACKGROUND:

The City of Milpitas Below Market Rate Homeownership Program (BMR) is designed to assist low-and moderate-income households become first time homeowners. The BMR portfolio is comprised of 278 homeownership units. These units became a part of the City's homeownership portfolio via the former Redevelopment Agency that provided financial assistance to developers in creating housing. In exchange for the financial assistance, the development community allocated a percentage of the units as affordable. Historically, the City has administered the management, purchase, and sale of these units.

On June 19, 2018, the City adopted an Affordable Housing Ordinance which requires residential developments of 10 or more units to make 15% of the total units of the development project affordable. As a result of the Ordinance, the City is expected to add more than 50 homeownership units to its portfolio over the next three years. The amount of time needed to sell and monitor these units required staff to seek external resources to support the City BMR. This report provides information on Housekeys, the City BMR third-party administrator, who specializes in streamlining the administration of Below Market Rate programs and who does so for more than 15 cities across California.

On September 5, 2023, City Council approved a one-year contract for \$200,000, with four (4) one-year options estimated at a cost of \$200,000 per year, with Housekeys to manage the City's homeownership units (Attachment 1).

ANALYSIS:

During our initial analysis of service providers providing BMR administrative services, Housekeys was the sole BMR program administration servicer in the Bay Area that had the capacity to take on Milpitas' homeownership portfolio. Staff researched BMR program administrators and, due to the scope of work, only found two other administrator options, Rise Housing and Alta Housing. Rise Housing was unable to provide a bid for services as they did not have the capacity to take on additional public agency services. Alta Housing services cities in the northern part of Santa Clara County and Milpitas is out of their service area. The City moved forward with staff's recommendation to contract with Housekeys due to their strong infrastructure and excellent capacity to integrate and handle the City's BMR needs.

Housekeys currently is working with City staff to create detailed program guidelines and conduct an inventory and assessment of the City's BMR homeownership portfolio. In the last year, Housekeys created the City BMR homeownership website, a 24/7 portal which allows current and prospective BMR owners to submit documentation and requests at their convenience as well as access their documents more readily.

By exercising the one-year option for FY 2024-25, Housekeys will continue being the transaction coordinator for all real estate transactions, including ensuring affordability deeds are recorded and conducting resale calculations and refinancing requests. Housekeys will continue to assist with the sale and resale of units, the selection process, collection of fees, and any monitoring, compliance, resolution, or loss mitigation needed. Housekeys also will ensure City units are not subject to fraudulent activity from homeowners who are in violation of their BMR participation agreement.

In the upcoming year, Housekeys will conduct webinar and pre-recorded orientations. Housekeys will also conduct home buyer education and training classes, which are a requirement to apply for the Milpitas BMR. Quarterly reports will continue to be sent to City staff, and any general inquiry or loan request from the public will receive a response within 72 business hours. Housekeys will also finish completion of certification letters to homeowners to help the owners and the City with data collection compliance.

Staff recommends the authorization of exercising the first of four one-year options with Housekeys (Attachment 2). The BMR administration cost is \$200,000 to administer the 278 existing units in our portfolio for FY 24-25. In FY 2023-24, due to starting services in October 2023, the City paid Housekeys a \$50,000 program startup fee and \$112,500 in administration fees for FY 2023-24.

Staff will return to City Council annually via the budget process for approval should the remaining options be executed. Each subsequent year will be charged based on the number of units Housekeys has to manage in our portfolio. Staff recommends allocating the Housekeys FY 2024-25 contract amount of \$200,000 from the Housing Authority Fund.

POLICY ALTERNATIVE(S):

Alternative 1: Do not execute a one-year option with Housekeys to manage the City's BMR Homeownership portfolio.

Pros: Funds would not be spent on this priority.

Cons: Staff does not have the resources to administer the City BMR homeownership portfolio. If the first year option is not exercised, the Housing Division current and future housing demands and Council priorities may be negatively impacted.

Reason not recommended: The City's first residential development to satisfy the Affordable Housing Ordinance added four BMR units to the City's portfolio. In June 2022, City staff completed the sale of 4 units without third party assistance. These transactions required extraordinary staff resources and time to execute, while operating the overall Housing work program with limited resources. Staff expect an increase in BMR units in the coming years, and outsourcing the BMR Program allows the Housing team to focus on the increasing workload related to unhoused services and other Council-related Housing objectives as needed.

FISCAL IMPACT:

The fiscal impact includes \$200,000 being utilized from the Housing Authority Fund. The FY 2024-2025 Adopted Operating Budget appropriated \$50,000 for the Housekeys first year option. Staff requests City Council to appropriate an additional \$150,000 to fully fund this first year option in FY 2024-25. The Housing Authority Fund currently has approximately \$2,478,877 in fund balance available. Future Housekeys contract options, if exercised and appropriated through the annual budget process, would be supported with Housing Authority Fund monies.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION:

Accept and approve a budget appropriation of \$150,000 from the Housing Authority Fund and authorize the City Manager or designee to execute an amendment to the agreement with Housekeys exercising a one-year contract option for administration of the Below Market Rate Homeownership Program.

ATTACHMENT(S):

Attachment 1: Housekeys General Services Agreement

Attachment 2: One-Year Option Extension

Attachment 3: Budget Change Form

CITY OF MILPITAS
AGREEMENT FOR BELOW MARKET RATE
PROGRAM ADMINISTRATION

1. PARTIES AND DATE.

This Agreement for **Below Market Rate (BMR) Program Administration** ("Agreement") is made and entered into as of Sep-21-2023 ("Effective Date") by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City") and **Housekeys Inc.**, a California corporation with its principal place of business at **385 Digital Drive, Morgan Hill, CA 95037** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **Below Market Rate Program Administration** required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **BMR Program Administration** to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the administration of the City's **BMR Home Ownership Portfolio** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The initial term of this Agreement shall be from **the Date first written above to June 30, 2024**, unless earlier terminated as provided herein. The term shall include four (4) one-year options to extend the contract, subject to yearly City Council budget approval. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: **Thomas J. Clark.**

3.2.5 City's Representative. City hereby designates **Robert Musallam**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates **Christopher Jue**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Thousand Dollars (\$200,000)** per year without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall be paid the annual fee outlined in section 3.3.1 by City in monthly installments paid by the first Friday of each month. Contractor will be provide a monthly billing statement to City. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon. The City shall not be responsible for any payment of any portion of the annual fee incurred after termination of the Agreement.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

(a) Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements

mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

(a) Grounds for Termination. Notwithstanding any other provisions of this Agreement, City may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving notice in writing to Contractor of such termination. In the event of termination, the Contractor shall have the right and obligation to promptly assemble the work then in progress for the purpose of completing the work and delivering all materials and documents to the City.

(b) Termination Without Cause. To ensure a seamless transition and facilitate the recovery of fees earned for services rendered, a minimum notice period of one month shall be observed for any termination without cause. The Contractor shall be entitled to receive compensation for the services rendered and fees earned up until the termination date.

(c) Termination With Cause. In the event of termination for cause, the Contractor need be compensated only to the extent required by law. Contractor is only entitled to compensation for work adequately performed prior to termination.

(d) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(e) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

HouseKeys
358 Digital Drive
Morgan Hill, CA 95037
Attn: Christopher Jue

City:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: Acting City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. With respect to all matters, Contractor agrees to indemnify, defend (with counsel reasonably satisfactory to the City) and hold harmless the City, its officers, officials, directors, agents, representatives, volunteers, and employees to the fullest extent allowed by law from any and all claims, actions, causes of action, losses, damages, liabilities and costs of every nature, including but not limited to all claims, actions, causes of action, losses, damages, liabilities for property damage, bodily injury, or death, and all costs of defending any claim, caused by or arising out of, or alleged to have been caused by or arise out of, in whole or in part, Contractor's performance under this Agreement, except for any claims, actions, causes of action, losses, damages, costs or liabilities proximately caused by:

(a) The sole negligence or willful misconduct of City.

City shall not be liable for acts of Contractor in performing services described herein.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee,

commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.25 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.26 Wage Theft Prevention

(a) Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

(b) BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

(c) If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

(d) For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

(e) Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(f) Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[Signatures on the following page]

**SIGNATURE PAGE FOR AGREEMENT
FOR BELOW MARKET RATE PROGRAM ADMINISTRATION
BETWEEN THE CITY OF MILPITAS
AND HOUSEKEYS**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:

DocuSigned by:



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ity Manager

Sep-21-2023

Date

Approved:

DocuSigned by:



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Finance Director/Risk Manager

Approved As To Form:

DocuSigned by:



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Attorney

Approved As To Content:

DocuSigned by:

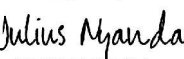


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HOUSEKEYS

DocuSigned by:



Sig 379997D7E8134D4...

Julius Nyanda

Name

CEO

Title

Sep-19-2023

Date

EXHIBIT “A” SCOPE OF SERVICES

Description of the Project:

This Scope of Services (“Scope”) details the roles and responsibilities that HouseKeys serves for its Clients. As a Third-Party Program Administrator (“Administrator”), HouseKeys is the Agency’s interface with industry practitioners and the public. This ecosystem not only includes Applicants (e.g., buyers) and Program Participants (e.g., owners) - it also includes, but is not limited to project owners, mortgage lenders, real estate agents, and escrow/title officers.

Service Breakdown

1. **Documentation.** Administrator will administer the program and assure Affordability Deed Restrictions are recorded and followed by all parties as applicable for each property.
2. **Support and Education.** Administrator will provide offsite support for service requests. Orientations and workshops will be held for residents of the Agency. Note: In Response to COVID-19 restrictions, content is streamed online via webinars and pre-recorded content available on HouseKeys-hosted program websites.
 - a. Administrator shall conduct introductory Home Buyer Education/Training classes – Homebuyer Orientation Classes prior to Program application. A minimum of 6 events will be held each year and at least 30 Weeks of Weekly Frequently Asked Question (FAQ) sessions will be open to all program applicants and participants.
3. **Guidelines and Materials.** Administrator will regularly update program guidelines and program materials in conjunction with Agency staff to reflect the Administrator’s administrative process for Program Administration including, but not limited to: applications, program pamphlets, resale calculations, selection processes, sale and resale of units, refinancing requests, collection of Agency fees and other applicable fees, and default monitoring/resolution process. Administrator’s objective will be to work alongside Agency Staff to incorporate “learnings” from the team’s collective history with Affordability Programs in California.
4. **Website Presence.** Administrator will maintain an affordability program website presence that will link to the Agency’s housing website.
5. **Recordkeeping.** Administrator shall maintain the Agency’s existing records and files through a database-driven information retention and management system for the programs. All electronic records will be considered work products that are property of the Agency and will be available via data export. The Administrator shall update the Agency’s records quarterly to ensure a coordinated seamless record keeping process. The database shall include the following at a minimum:
 - a. For each ownership unit (new and existing):
 - i. The address for each ownership unit
 - ii. The level of affordability (e.g., Extremely Low, Very Low, Low, Moderate)
 - iii. The current owner of record

- iv. The expiration date of the owner agreement
 - v. The last date of recertification
 - vi. The recertification status (updated annually)
 - vii. The original sales price
 - viii. The current resale restriction price
 - ix. Dates of owner turn-over, as applicable
6. **Reporting.** Administrator shall provide a quarterly program summary report to the Agency with the following information. An abbreviated monthly report will accommodate each monthly invoice.
- a. For each owner unit (new and existing):
 - i. The address for each ownership unit
 - ii. The level of affordability (e.g., Very Low, Low, Moderate)
 - iii. The current owner of record
 - iv. The last date of recertification and current recertification status
 - b. Current list of defaults and pending defaults
 - c. Actions taken to date
 - d. Next steps, including dates
7. **Services.** Administrator will provide the following services:
- a. Making minor revisions to the Agency's existing program materials and legal documents.
 - b. Overall management and implementation of specific program policies, including required reporting.
 - c. Conducting income qualifications including review of assets, income, Verifications of Employment, and all other necessary approvals to ensure qualification for the Agency Programs (Ownership, Rental, Finance).
 - d. Underwriting program applications in accordance with program requirements.
 - e. Underwriting program compliance in accordance to restrictive covenants and project-specific program agreements
 - f. Underwriting transaction compliance (e.g. refinances, transfers) to ensure they conform with restricted covenants and project-specific program agreements
 - g. Preparing all program documents, overseeing proper execution thereof, and conducting final program approval reviews.
 - h. Ensuring timely delivery of all necessary documents into escrow, and preparing escrow demands and funding requests.
 - i. Preparation of program materials by revising the Agency's current documents.
 - j. Calculating all pay off demands and issuing any disclosures and tax forms as required by State and/or Federal Law.
 - k. Calculating the resale value of all ownership program homes as requested annually by the County.
 - l. Work with Agency Staff to ensure a seamless and coordinated development of documents as it relates to the Affordability Program.

Note 1: HouseKeys recommends that the Agency includes affordability requirements, the Administrator's roles, and any fees related to affordable unit commitments in the conditions of approval to assure transparency at the earliest possible point in the entitlement process. HouseKeys charges Developers a 3%

Fee up to a set cap (see Fee Schedule). This percentage is calculated using the sales price of the unit and is charged at the close of escrow when HouseKeys has an active contract with the Agency.

8. **Transaction Coordination.** Administrator shall act as transaction coordinator for all real estate transactions and will provide the Agency with a Fee Schedule. Where there is a conflict between the Administrator's Fee Schedule and recorded Agreements ("Legacy Agreements"), Administrator will adjust fees to compensate for the difference with the understanding that newly drafted agreements will conform to the fee schedule.

Note 1: In real estate industry terminology, a transaction "side" is defined as either working as an agent for the buyer or an agent for the seller; if the agent worked as both buyer's agent and seller's agent it would count as two transaction sides. New Construction Sales are considered a single-sided transaction where HouseKeys only represents the buyer pool. The Developer's sales team would serve the Seller and use its State-Approved Sales contract to represent the terms and condition of sale. HouseKeys suggests that an applicant pool goal should be to have at least 7 applicants for every 1 unit for sale or rent.

Note 2: During the resale of an ownership unit, there are two sides of the transaction – 1) the first-time home seller and 2) the eventual buyer who is selected by Lottery or an alternate selection process. This two-sided transaction has a higher cost as reflected on the HouseKeys fee schedule. This accounts not only for the work involved (eligibility, legal timelines, property condition), but also accounts for the legal liability and risk.

Note 3: For an Acquisition, and Ownership Resale / Rehab Transaction Fee – this is the most complicated transaction. Not only does it involve 2 sides, but it also involves two escrows. There is an initial escrow to complete the initial purchase of the property and a second escrow to complete the sale to the new buyer. During this time, HouseKeys serves as either an Agent to the Local Government Agency or as a Buyer. For HouseKeys to serve as buyer, an Assignment of the Agency's Option document must be signed and recorded. In cases where the Agency is purchasing the Unit, the Administrator will act as the Agency's agent. The Administrator will complete the acquisition transaction and then go on to manage the resale.

Note 4: Transaction fees charged to homeowners for refinance transactions are charged for the time taken to ensure that proposed transaction complies with restrictive covenants. This can include a refinance with a mortgage lender or other types of transfers as referenced in the recorded document (E.g., Divorce, Estates, Inheritance, etc.)

- a. Administrator will coordinate document transmittals between buyers, borrowers, homeowners, developers, and Agency as needed. Administrator will be responsible for ensuring all documents submitted for Agency signatures are complete and accurate. Administrator will be responsible for making any necessary corrections to documents.
- b. Administrator will coordinate the timelines, meetings, inspections, and document signings that need to take place on the buyer side and seller side of these transactions. While the Asset Management team is focused on the transaction details, the Operations Team is managing the Applicant Pool, Lottery, and Selection Process. Administrator will also work with an escrow officer familiar with selling properties with a recorded deed restriction to ensure proper handling of funds and documentation.

- c. For Acquisition-Related transactions, Administrator will manage the holding period and maintain the property through to close of escrow. It is important to note that there may be situations where a legal matter arises related to the acquisition or resale. Administrator has experience working with attorneys to settle matters involving owners that challenge the recorded agreement or who are out of compliance with program requirements. There are also cases involving foreclosure, probate, and bankruptcy where the Administrator has experience managing through the transaction timeline. There may be cases where legal fee reimbursements are involved, or special project fees are charged. These will be presented to the Agency before work begins.
 - d. Administrator coordinates the timelines, meetings, inspections, and document signings that need to take place on the buyer side and seller side of these transactions. While the Asset Management team is focused on the transaction details, the Operations Team is managing the Applicant Pool, Lottery, and Selection Process.
9. **Monitoring, Compliance, and Loss Mitigation.** Administrator shall work alongside Agency Staff to conduct monitoring to annually evaluate Program Owners' ("Counterparty's") compliance with the terms and conditions of the recorded deed restrictions and program guidelines including the following:
- a. Mailing monitoring letters to all the Program units.
 - b. Reviewing in conjunction with Agency Staff, Agency or County Assessor data to assist in the process (e.g., water utility bills, property records).
 - c. Review Agency's preliminary monitoring list to identify follow up actions required.
 - d. Meet with Agency Staff to develop guidelines for acceptable default remedies (e.g., allowing rental of Program Units for hardship cases).
 - e. Administrator shall work alongside Agency Staff to investigate and identify and cure potential program-related defaults including:
 - i. Conduct follow up of those Program Owners (referred to as "Counterparties") who do not submit their compliance documentation.
 - ii. Reviewing information on calls from Program Unit neighbors and interested parties.
 - iii. Conduct reasonable follow-up investigation to assess potential defaults including unit site visits.
 - iv. Scheduled appointments with Counterparties to discuss compliance issues.
 - f. For confirmed defaults, provide Counterparties with list of actions needed to remedy the default and conduct follow-up to monitoring compliance.
 - i. Maintaining log of actions taken to remedy the defaults.
 - g. For those defaults in which the Counterparties choose not to remedy the situation within a reasonable amount of time, Administrator will meet with Agency Staff to determine the course of action to pursue. Agency authorization will be sought for any legal action taken.
 - h. Administrator will participate in legal deliberations at all Staff Levels and Council Decisionmakers as needed.
 - i. Agency will provide a list of any current program participant defaults and actions taken to date.
10. **Marketing.** HouseKeys' marketing philosophy is driven by a network effect approach. Each agency that joins the HouseKeys client base adds value to the network. This improves the feedback loop used to improve services, name recognition, program participation, and can lead

to economies of scale. The HouseKeys Team wants to deliver this value in aggregate, but also must target the Agency's local residents and community members. This includes targeting the least likely to apply and working in compliance with federal laws addressing Affirmative Fair Housing Marketing, and will be done through some or all of the following actions...

- a. All Materials will include proper fair housing logo and other federal and state-mandated disclosures
- b. Initial Campaign to Introduce HouseKeys to key employers, community organizations, religious organizations, trade associations, and small businesses
- c. Mailers and other collateral that go out within a .25 to .5-mile radius of each Opportunity listing featured in the MyHouseKeys Platform
- d. Local workshops targeting the groups above
- e. Participating in local events as public health restrictions (e.g. COVID-19) allow
- f. Online and Social Media Campaigns to share available opportunities
- g. Listings on popular websites and real estate aggregators (E.g. Craigslist, etc.)
- h. When appropriate and when the budget allows, Administrator will advertise in local media (radio, print, etc.)

11. Performance Measures. Administrator and the Agency will agree to mutually acceptable performance measures for program administration. These measures shall be included in the quarterly program summary report.

- a. General Inquiries: Respond within 72 business hours
- b. Loan Requests: Respond within 72 business hours, Complete requests within reasonable time, with weekly status updates for outstanding requests
- c. Program Orientations/Workshops: Minimum 6 per year, with more as needed for new opportunities
- d. Annual Ownership Monitoring: Send at least 2 rounds of annual certification letters to homeowners for compliance data collection
- e. Eligibility List: Maintain a minimum buyer-to-property ratio of 5:1
- f. Application ID issuance: Available online year-round 24/7 with troubleshooting issues handled within 2 business days. Manual Application ID issuance will also take up to 2 business days.

12. Additional Service Descriptions. Administrator will provide the following additional services.

- a. Administrator shall build and maintain a group of qualified and eligible Program homebuyers at a minimum Buyer-to-Property ratio of 5:1. For Agencies that maintain an accruing Waitlist based on registration timestamp, HouseKeys will assign Application ID using the Timestamp and assign a "Legacy Applicant" Preference Assignment.
- b. Administrator will maintain a list of approved loan officers and lending operations eligible to provide mortgage lending for purchase and refinance transactions
- c. Administrator will maintain a list of approved real estate agents and brokers eligible to provide listing services to sellers for resale transactions*
- d. Administrator will maintain a list of appraisers for fair market valuations*
- e. Administrator will maintain a list of escrow officers who are familiar with program requirements and transaction compliance*

- f. Administrator will review individual program restrictions for terms and requirements as needed including shared equity programs, down payment assistance loans and any resale restriction agreements.
- g. Administrator will assist Agency staff with reports and presentations on the housing programs that HouseKeys administers.
- h. Administrator will provide training, analysis, and suggested improvements to the Affordability Program.
- i. **Special Projects.** There will be cases where Administrator will be asked to complete a Project that is outside of the contract scope. If project scope and terms are defined in writing, Administrator will agree to complete project at a specified billing rate.

EXHIBIT “B” SCHEDULE OF SERVICES

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant.

PROGRAM SETUP First 90 - 120 Days will involve getting the City of Milpitas Setup with the HouseKeys Templates and Operating System in prep to start fielding applicant inquiries and complete program transactions. In addition to the Program Setup, we will also use this time to confirm policies in the program manual and reporting protocols.	\$50,000 One-Time Fee to Start Contract • Includes setting City up in the MyHouseKeys.Com Program Marketplace • Payment, in full, is due upon contract approval and execution (signing by both parties)
PROGRAM ADMINISTRATION While HouseKeys will provide the full-service scope of work from the date of start, the expectation will be that the City will budget for a full contract at this proposed annual fee,	• First installment is due on the 10th of the first full month following the execution of the contract, with subsequent payments due on the 10th of each month, or next business day, if the 10th is on a weekend day or holiday

Transaction Fees

Each City pays an all-inclusive Base Fee that is meant to create predictable billing cycles for our Agency clients. In addition to the Base Fee, Transaction Fees are charged in accordance with an annual Fee Schedule. Please note that Transaction Fees are charged to third parties at the point-of-service (e.g., New Construction Fees are charged to the Developer for delivering an eligible buyer and as part of their contribution to ongoing compliance costs, Resale Fees are charged to the homeowner or added to the Re-Sale Price of the Home). HouseKeys uses these fees to cover marketing costs and to compensate third parties for services performed, including HUD- Approved Counseling Agencies and outside Real Estate Agents.

Onboarding

In addition to the base cost and fee schedule, there is an Onboarding Process that can take between 30 days and 6 months. Onboarding costs and timelines depend on Agency-specific Scope of Work, the Agency's current recordkeeping standards, and team capacity. While HouseKeys does its best to accurately price its contracts, experience has shown that it takes 12 to 18 months of working as the Agency's Administrator to truly understand and calculate cost and scope. HouseKeys aims to work with Agencies who value standardization and who are willing to defer to HouseKeys best practices when it comes to program administration workflows, policies, and procedures. Two important check-ins during the first contract year will be the 6- month check-in and the 12-month check-in. During both exercises, the Agency and Administrator will be expected to evaluate costs and challenges to determine if a budget amendment is appropriate. The Agency will be expected to account for a possible increase in costs during the planning phase.

EXHIBIT “C” COMPENSATION

The initial term of this Agreement shall be from **July 1, 2023** to **June 30, 2024**. The term shall include four (4) one-year options that could extend the contract through June 30, 2028. Each year’s extension is subject to City Council budget approval using the most current Contractor fee schedule. The following is a breakdown of the minimum compensation over the potential five years:

FY 23-24	\$50,000 start-up fee; \$150,000 administration fee
FY 24-25	\$200,000 administration fee
FY 25-26	\$200,000 administration fee
FY 26-27	\$200,000 administration fee
FY 27-28	\$200,000 administration fee

The minimum \$200,000 administration fee reflects administration of the City’s 278 BMR homeownership units. For each option year, City and Contractor agree to price any additional units added to the portfolio to the FY23-24 fee schedule, as displayed below. The addition of units will be agreed to by amendment to this agreement.

By March 31st of each year, City and Contractor will determine the subsequent year’s administrative fee based on the number of units in BMR portfolio and the fee schedule below.

Number of Units under Management	Cost Per Unit
201-300 Units	\$900
>301 Units	\$750

EXHIBIT “D”**INSURANCE REQUIREMENTS**

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement 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 the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

____ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

X Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

____ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

____ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than ___ per occurrence or claim, ___ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

___ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

1. ☐ Bid Bond
2. ☐ Performance Bond
3. ☐ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect 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 Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

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 City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

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 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 Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or 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.

Special Risks or 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.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

AMENDMENT NO. 1
TO THE AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
HOUSEKEYS, INC.
FOR
BMR HOME OWNERSHIP PORTFOLIO

This Amendment No. 1 is entered on _____, by and between the City of Milpitas, a municipal corporation (hereafter referred to as “City”), and **Housekeys Inc.**, a California Corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No 1.

RECITALS

WHEREAS, on September 21, 2023, the Parties entered into an Agreement for BMR Home Ownership Portfolio (the “Agreement”) with a compensation amount not to exceed two hundred thousand dollars and zero cents (\$200,000.00), and with a term period September 21, 2023 to June 30, 2024; and

WHEREAS, the Parties now desire to amend the Agreement to extend the term period expiration date from June 30, 2024 to June 30, 2025, and add additional funds of two hundred thousand dollars and zero cents (\$200,000.00).

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Section 3.1.2 Term is amended to read as follows:

Section 3.1.2 Term

The initial term of this Agreement shall be from the date first written above to June 30, 2025, unless earlier terminated as provided herein. The term shall include four (4) one-year options to extend the contract, subject to yearly City Council budget approval. The City reserves the right to review the Contractor’s performance at the end of each year and cancel all or part of the Agreement.

2. Section 3.3.1 Compensation is amended to read as follows:

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Dollars and Zero Cents (\$400,000.00)** per year without written approval of City’s City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

SIGNATURE PAGE TO AMENDMENT NO. 1
TO AGREEMENT
WITH
HOUSEKEYS INC.
FOR
BMR HOME OWNERSHIP PORTFOLIO

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Luz Cofresí-Howe,
Finance Director/ Risk Manager

Approved As To Content:

Alex Andrade, Director of Economic
Development

HOUSEKEYS INC.

Signature

Name

Title

Date

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	295-2938	\$150,000	295-5364237	\$150,000

Recommendation: Accept and approve a budget appropriation of \$150,000 from the Housing Authority Fund and authorize the City Manager or designee to execute an amendment to the agreement with Housekeys for a one-year extension for administration of the Below Market Rate Homeownership Program.

BACKGROUND:

The City of Milpitas Below Market Rate (BMR) Program is designed to assist low-and moderate-income households become first time homeowners. The program's portfolio is comprised of 278 homeownership units. These units became a part of the City's homeownership portfolio via the former Redevelopment Agency that provided financial assistance to developers in creating housing. As an exchange for the financial assistance, the development community allocated a percentage of the units as affordable. Historically, the City has administered the management, purchase, and sale of these units.

On June 19, 2018, the City adopted an Affordable Housing Ordinance which requires residential developments of 10 or more units to make 15% of the total units of the development project affordable. As a result of the Ordinance, the City is expected to add more than 50 homeownership units to its portfolio over the next three years. The amount of time needed to sell and monitor these units required staff to look at external support. This report provides information on Housekeys, a third-party administrator who specializes in streamlining the administration of Below Market Rate programs and who does so for more than 15 cities across California.

On September 5, 2023 City Council approved a one-year contract for \$200,000 with Housekeys to manage the City's homeownership units with the allowance of four one-year options estimated at a cost of \$200,000 per year (Attachment 1).

ANALYSIS:

During our initial analysis of service providers providing BMR administrative services, Housekeys was the sole BMR program administration servicer in the Bay Area that had the capacity to take on Milpitas' homeownership portfolio. Staff researched BMR program administrators and, due to the high specialization, only found two other administrator options, Rise Housing and Alta Housing. Rise Housing was unable to provide a bid for services as they did not have the capacity to take on additional public agency services. Alta Housing services cities in the northern part of Santa Clara County and Milpitas is out of their service area. City Council moved forward with staff's recommendation to enter into contract with Housekeys due to their strong infrastructure and excellent capacity to integrate and handle the City's BMR needs. Housekeys is currently working with City staff to create detailed program guidelines and conduct an inventory assessment of the City's BMR homeownership portfolio. In the last year, Housekeys was able to create the City's BMR homeownership website, a 24/7 portal which allows current and prospective BMR owners to submit documentation and requests at their convenience as well as access their documents more readily.

By exercising the one-year option for Fiscal Year (FY) 24-25, Housekeys will continue being the transaction coordinator for all real estate transactions which include ensuring affordability deeds are recorded and conducting resale calculations and refinancing requests. They will continue to assist with the sale and resale of units, the selection process, collection of Agency fees, and any monitoring, compliance, resolution, or loss mitigation needed. They also

ensure that our units are not subject to fraudulent activity from homeowners who are in violation of their agreement to participate in the BMR program.

In the upcoming year, Housekeys will conduct webinar and pre-recorded orientations. Housekeys will also conduct home buyer education and training classes which is a requirement to apply for the Milpitas BMR Program. Quarterly reports will continue to be sent to City Staff and any general inquiry or loan request from the public will receive a response within 72 business hours. Housekeys will also finish completion of certification letters to homeowners to help the owners and the City with compliance data collection.

Staff recommends the authorization of exercising the first of four one-year options with Housekeys (Attachment 2). The cost for the administration of the program is \$200,000 to administer the 278 existing units in our portfolio for FY 24-25. In FY23-24, due to starting services in October 2023, the City paid Housekeys a \$50,000 program startup fee and \$112,500 in administration fees for FY23-24.

Staff will return to Council annually via the budget process for approval should the remaining options be executed. Each subsequent year will be charged based on the number of units Housekeys has to manage in our portfolio. Staff recommends allocating the Housekeys FY24-25 contract amount of \$200,000 from the Housing Authority Fund.

POLICY ALTERNATIVE(S):

Alternative 1: Do not execute a one-year option with Housekeys to manage the City's BMR Homeownership portfolio. Pros: Funds would not be spent on this priority.

Cons: Staff does not have the resources to administer the City's BMR homeownership portfolio, if the one-year option was not exercised, the Housing Division's current and future housing demands and Council priorities may be negatively impacted.

Reason not recommended: The City's first residential development to satisfy the Affordable Housing Ordinance added four BMR units to the City's portfolio. In June 2022, City staff completed the sale of 4 units without third party assistance. These transactions required extraordinary staff resources and time to execute, while operating the Housing work program with limited resources. Staff expect an increase in BMR units in the coming years, and outsourcing the BMR Program allows the Housing team to focus on the increasing workload related to unhoused services and other Council-related Housing objectives as needed.

FISCAL IMPACT:

If the City Council approves staff's recommendation to authorize Housekeys as the City's Below Market Rate Homeownership Program administrator, the fiscal impact includes \$200,000 being utilized from the Housing Authority Fund. In FY2024-2025 adopted budget, \$50,000 was budgeted, and additional \$150,000 needs to be appropriated to fund this contract. The Housing Authority Fund currently has an approximate balance of \$2,478,877. If the City were to approve the remaining three one-year options at an estimated cost of \$200,000 per year, that would result in an additional estimated \$600,000 deduction from the Housing Authority Fund in the future fiscal years.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION:

Accept and Approve a Budget Appropriation of \$200,000 from the Housing Authority Fund and Authorize the City Manager or Designee to execute an agreement with Housekeys for Administration of City's Below Market Rate Homeownership Program.

ATTACHMENT(S):

Attachment 1: Housekeys General Services Agreement

Attachment 2: One-Year Option Extension

Attachment 3: Budget Change Form

☐ Check if City Council Approval required.

Meeting: June 18, 2024

Requested by:	Department Head:	Date: June 18, 2024
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Reviewed by:	Finance Director: Luz Cofresí-Howe	Date: June 18, 2024
Approved by:	City Manager: Ned Thomas	Date: June 18, 2024
Date approved by City Council, if required:		
Confirmed by:		

FI/24786/V

Form 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve an Agreement with WeHOPE for Homeless Outreach, Assessment, and Case Management Services (Staff Contact: Alex Andrade, Economic Development Director 408-586-3046 and Robert Musallam, Housing Division Manager 408-586-3275)
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2024
Recommendation:	(1) Approve a one-year professional services agreement with WeHOPE in the amount of \$199,933 for Homeless Outreach, Assessment, and Case Management Services; (2) authorize the appropriation of \$6,597.74 from the Housing Authority Fund; and (3) authorize the City Manager, and/or designee, to execute the contract with WeHOPE.

BACKGROUND:

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. This included Senate Bill 2 Building Homes and Jobs Act (SB-2), which created a recording fee on real estate documents to increase the supply of affordable homes in California. SB-2 established that beginning in calendar year 2019, 70% of the revenue collected will go to locally administered affordable housing, otherwise known as Permanent Local Housing Allocation (PLHA).

The California Department of Housing and Community Development (HCD) released the 2022 Notice of Funding Availability (NOFA) on August 17, 2022. The allocation spans five years, 2019-2023. HCD requirements state that applicants must submit a five-year plan for the period of 2019-2023 and cannot apply for more than three years of allocation in one year. On November 1, 2022, City Council adopted a Resolution authorizing the 2019, 2020, and 2021 funding application of \$1,017,554 and approving a five-year (2019-2023) plan.

In February 2023, the City received its award letter from HCD. In July 2023, the City received its executed Standard Agreement for PLHA from HCD. The City was approved to designate 5% (\$50,877.70 to program administration). The remaining balance will be split with 80% (773,341.04) to fund the City's Workforce Housing Rental Assistance Program and 20% (193,335.26) to homeless outreach, assessment, and case management services.

ANALYSIS:

On April 11, 2024, the City's Purchasing Division released Request for Proposal (RFP) No. 24-088, Homeless Outreach Program (Attachment 1). The RFP was publicly noticed in accordance with applicable provisions of the City Municipal Code, advertised on the City's website, and emailed to companies registered with the City via the City's online procurement system (Procurement.OpenGov.com). Upon release, the RFP was viewed 680 times, and 25 agencies downloaded the RFP documents. Six agencies submitted applications to the RFP by the published closing date of May 2, 2024.

Staff evaluated and scored the RFP responses in two rounds of evaluation. The first round of evaluation was performed by City of Milpitas Purchasing staff to review the RFP responsiveness and confirm the RFP was submitted timely. Based on the result of the first-round, the City selected all six vendors for further evaluation:

1. Bill Wilson Center
2. Hope for the Unhoused, Inc.
3. LifeMoves
4. Lighthouse of Hope Counseling Center
5. Pathway Humanity Personnel, SPC
6. WeHOPE

The second round of evaluation was performed by the selection committee. The selection committee was comprised of City staff members from the Housing Division and Recreation and Community Services Department. Evaluation scoring was based on the following four criteria: 1) Qualifications of the Firm; 2) Project Management Approach; 3) Detailed Work Plan, and 4) Proposed Compensation. All six proposals were reviewed and scored by the selection committee, and four of the six vendors were invited to participate in a virtual interview process.

Based on the proposal submitted and subsequent scoring, staff recommends awarding the contract to WeHOPE (Attachment 2). WeHOPE is a Bay Area based non-profit organization with over 20 years of experience in helping people become healthy, employed, and housed using innovative solutions. WeHOPE began as an emergency shelter and has provided unhoused outreach, assessment, and case management services for the last 10 years. WeHOPE has extensive expertise in connecting unhoused individuals to housing services, and building trust and rapport with unhoused individuals. Their successful partnerships and programs have allowed WeHOPE to become a trusted partner for many social services organizations and governmental agencies. Additionally, WeHOPE has experience working with the Santa Clara County Homeless Management Information System (HMIS) and Community Queue, which is part of the County's methods to ensure unhoused individuals are assessed and in line for housing.

In November 2022, City Council approved \$193,335.26 in Permanent Local Housing Allocation (PLHA) grant funds for homeless outreach. These monies will fund the majority of the FY 2024-25 homeless outreach, assessment, and case management services contract. The WeHOPE contract total amount is \$199,933, leaving a difference of \$6,597.74. Staff recommends allocating \$6,597.74 from Fund 295 – Housing Authority Fund – to fill the funding gap. Should Council approve the allocation of \$6,597.74 from the Housing Authority Fund, the remaining balance of Fund 295 will be \$2,472,279.26.

POLICY ALTERNATIVE(S):

Alternative 1: Do not award Homeless Outreach, Assessment, and Case Management contract to WeHOPE.

Pros: Funding allocated for this service can be reallocated to other programs and/or initiatives.

Cons: The City would bring the next qualified service provider from the RFP scoring list to Council for consideration. However, this could delay the provision of services to the City's unhoused residents.

Reason not recommended: The City cannot properly respond to reports of homeless encampments without having an experienced vendor build rapport with individuals and assist with their most basic needs. WeHOPE satisfies this need and staff recommends awarding this vendor a contract for services.

FISCAL IMPACT:

If this item is approved, the fiscal impact to the City will be \$193,335.26 in Permanent Local Housing Allocation (PLHA) grant funds with an additional fiscal impact of \$6,597.74 from the Housing Authority Fund (Fund 295). The projected end balance of the Housing Authority Fund (Fund 295) for FY2024 is \$2,478,877.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The recommendations have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION:

1. Approve a One-Year Professional Services Agreement with WeHOPE in the amount of \$199,933.00 for Homeless Outreach, Assessment, and Case Management Services.
2. Authorize the Appropriation of \$6,597.74 from the Housing Authority Fund.
3. Authorize the City Manager, and/or designee to Execute the Contract with WeHOPE.

ATTACHMENT(S):

Attachment 1: 24-088 Bid Tab - Pending

Attachment 2: 4-088 Homeless Outreach Program Professional Services Agreement

Attachment 3: Budget Change Form



PURCHASING DIVISION

RFP FOR: Homeless Outreach Program

RFP NO: 24-088

DUE DATE: May 2, 2024

BUYER: R. Yamashita

Bill Wilson Center
1671 The Alameda
San Jose, CA 95126

Hope for the Unhoused
1765 Landess Ave #300
Milpitas, CA 95035

LifeMoves
2550 Great America Way Suite 201
Santa Clara, CA 95054

Lighthouse of Hope Counseling Center
1515 Partridge Ave.
Sunnyvale, CA 94087

Pathway Humanity Personnel, SPC
2043 East Street Unit 341
Concord, CA 94520

WeHope
PO Box 50624 Palo Alto 94303
East Palo Alto, CA 94303

1

2

3

4

5

6

Final Scores

71.5

44.4

62.3

57.1

34.1

82.2

****BID TAB** City Council Date: June 18, 2024**

PENDING AWARD TO: WeHope, the proposer offering the most advantageous proposal after consideration of all evaluation criteria.

CODE KEY: INA = Information Not Available NS = Not Stated NB = No Bid DY = Days WK = Weeks HR = Hours

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **WeHOPE**, a California Nonprofit Corporation with its principal place of business at **1854 Bay Road, East Palo Alto, CA 94303** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

24-088 Homeless Outreach Program
(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Hundred Ninety-Nine Thousand Nine Hundred Thirty-Three Dollars and Zero Cents (\$199,933.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **date first written above** to **June 30, 2025**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute

grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll

records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements. [Reserved]

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving thirty (30) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any

costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: City Manager

CONSULTANT:

WeHOPE

1854 Bay Road

East Palo Alto, CA 94303

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other

notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND WEHOPE**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Luz Cofresí-Howe
Finance Director/ Risk Manager

Approved As To Content:

Alex Andrade, Economic Development Director

WEHOPE

Signature

Name

Title

Date

EXHIBIT A

Scope of Services

Program Requirements

A. Goals shall include, but not be limited to:

- i. Support the City in responding to referrals of non-violent mental health crises.
- ii. Help identify needs of Milpitas' unhoused residents.

B. Objectives shall be achieved by:

- i. Conducting Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT) intakes and assessments in accordance with the current Homeless Management Information System (HMIS) standards for the County;
- i. Utilizing a multidisciplinary team approach;
- ii. Developing a robust knowledge of community resources;
- iii. Coordinating services with the services that the City provides for their homeless population.

C. Outcomes to be achieved:

- i. Engagement and outreach to all individuals referred by the City as well as proactive outreach to individuals on a weekly basis.
- i. Number of referrals made;
- ii. Follow up as needed on referral sites for mitigation;
- iii. Number of clients from Milpitas and other locations;
- iv. Increased self-sufficiency of homeless individuals
- v. 75% of individuals contacted who are not already enrolled in the Homeless Management Information System (HMIS) will have the VI-SPDAT administered;
- vi. Link 75% of individuals with Severe Mental Illness (SMI) to Behavioral health Services Department (BHSD) HEAT clinical team for further engagement;
- vii. 20% of clients shall be connected to medical services;
- viii. 20% of clients shall improve housing situation;
- ix. 30 clients moving into shelter per year
- x. 15 clients moving into transitional or permanent housing per year
- xi. 80% of referrals will have attempts at initial contact within 24 consecutive hours.

Reporting and Data Collection Requirements

A. Vendor shall serve a minimum number of 50 individuals per calendar year.

B. Vendor to bill City on a monthly basis

C. Vendor may be asked to attend City Council meetings or meetings with City staff throughout the length of the contract

D. Vendor will provide quarterly reports to the City to include all outcomes listed below.

Metrics:

- # of referrals served from the City of Milpitas
- # of referrals served from outreach
- # of referrals assessed with the Vi-SPDAT
- # of referrals housed
- # of referrals linked to Behavioral Health Services Department
- # of referrals connected to medical services
- # of clients housed
- # of contact attempts
- Referral status updates in Smartsheet or other tool as determined by the City – City requests that all information in the fields be called out on each Quarterly report.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

Line Item	Costs for 2 Outreach Case Managers
Compensation	\$154,057
Program Supplies	\$8,900
Operational Expenses	\$18,800
Indirect Costs (10%)	\$18,176
Total Expenses	\$199,933

EXHIBIT C

Activity Schedule

WeHOPE proposes 2 FTE case managers who will support the city by responding to referrals of nonviolent individuals experiencing a mental health crisis. The assigned case managers will work directly with the local EAN's and the Milpitas community by visiting encampments and other places the homeless congregate between 5 and 6 days a week. The case managers will undergo extensive training prior to contract execution to ensure that they are aware of the nuances of the City as well as the available resources for people experiencing homelessness in Milpitas. WeHOPE case managers will undergo training on the County Clarity system and will be well acquainted with homeless service providers. Additionally, case managers will scope out the areas where people experiencing homelessness congregate to ensure that the entire service area is covered weekly.

Case managers will visit encampments and bring food and supplies to begin to cultivate relationships with people experiencing homelessness. Case managers will administer the VISPDAT in accordance with the current HMIS guidelines. Additionally, case managers will assist clients in getting 'document ready', connected to essential services based on the client's felt need, and partner with other agencies to include Street Medicine and Mental Health. Case managers will visit each encampment up to 3 times a week to continue to offer services including shelter and housing. Case management services will be offered from 8am to 6pm 5 to 6 days per week. Further, case managers will join the local Multi-Disciplinary Team meetings for case conferencing and problem solving to ensure they are utilizing the MDT approach.

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement 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 the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

___ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

X Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

___ Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

___ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

____ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect 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 Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

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 City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

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 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 Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or 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.

Special Risks or 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.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	295-2938	\$6,598	295-5364237	\$6,598

Recommendation: (1) Approve a one-year professional services agreement with WeHOPE in the amount of \$199,933 for Homeless Outreach, Assessment, and Case Management Services; (2) authorize the allocation of \$6,597.74 to the Housing Authority Fund; and (3) authorize the City Manager, and/or designee, to execute the contract with WeHOPE.

BACKGROUND:

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. This included Senate Bill 2 Building Homes and Jobs Act (SB-2), which created a recording fee on real estate documents to increase the supply of affordable homes in California. SB-2 established that beginning in calendar year 2019, 70% of the revenue collected will go to locally administered affordable housing, otherwise known as Permanent Local Housing Allocation (PLHA).

The California Department of Housing and Community Development (HCD) released the 2022 Notice of Funding Availability (NOFA) on August 17, 2022. The allocation spans five years, 2019-2023. HCD requirements state that applicants must submit a five-year plan for the period of 2019-2023 and cannot apply for more than three years of allocation in one year. On November 1, 2022, City Council adopted a Resolution authorizing the 2019, 2020, and 2021 funding application of \$1,017,554 and approving a five-year (2019-2023) plan.

In February 2023, the City received its award letter from HCD. In July 2023, the City received its executed Standard Agreement for PLHA from HCD. The City was approved to designate 5% (\$50,877.70 to program administration). The remaining balance will be split with 80% (773,341.04) to fund the City's Workforce Housing Rental Assistance Program and 20% (193,335.26) to homeless outreach, assessment, and case management services.

ANALYSIS:

On April 11, 2024, the City's Purchasing Division released Request for Proposal (RFP) No. 24-088, Homeless Outreach Program (Attachment 1). The RFP was publicly noticed in accordance with applicable provisions of the City Municipal Code, advertised on the City's website, and emailed to companies registered with the City via the City's online procurement system (Procurement.OpenGov.com). Upon release, the RFP was viewed 680 times, and 25 agencies downloaded the RFP documents. Six agencies submitted applications to the RFP by the published closing date of May 2, 2024.

Staff evaluated and scored the RFP responses in two rounds of evaluation. The first round of evaluation was performed by City of Milpitas Purchasing staff to review the RFP responsiveness and confirm the RFP was submitted timely. Based on the result of the first-round, the City selected all six vendors for further evaluation:

1. Bill Wilson Center
2. Hope for the Unhoused, Inc.
3. LifeMoves
4. Lighthouse of Hope Counseling Center

Commented [LCH1]: Everybody is killing me with the pennies.... 😞🙄

5. Pathway Humanity Personnel, SPC
6. WeHOPE

The second round of evaluation was performed by the selection committee. The selection committee was comprised of City staff members from the Housing Division and Recreation and Community Services Department. Evaluation scoring was based on the following four criteria: 1) Qualifications of the Firm; 2) Project Management Approach; 3) Detailed Work Plan, and 4) Proposed Compensation. All six proposals were reviewed and scored by the selection committee, and four of the six vendors were invited to participate in a virtual interview process.

Based on the proposal submitted and subsequent scoring, staff recommends awarding the contract to WeHOPE (Attachment 2). WeHOPE is a Bay Area based non-profit organization with over 20 years of experience in helping people become healthy, employed, and housed using innovative solutions. WeHOPE began as an emergency shelter and has provided unhoused outreach, assessment, and case management services for the last 10 years. WeHOPE has extensive expertise in connecting unhoused individuals to housing services, and building trust and rapport with unhoused individuals. Their successful partnerships and programs have allowed WeHOPE to become a trusted partner for many social services organizations and governmental agencies. Additionally, WeHOPE has experience working with the Santa Clara County Homeless Management Information System (HMIS) and Community Queue, which is part of the County's methods to ensure unhoused individuals are assessed and in line for housing.

In November 2022, City Council approved \$193,335.26 in Permanent Local Housing Allocation (PLHA) grant funds for homeless outreach. These monies will fund the majority of the FY 2024-25 homeless outreach, assessment, and case management services contract. The WeHOPE contract total amount is \$199,933, leaving a difference of \$6,597.74. Staff recommends allocating \$6,597.74 from Fund 295 – Housing Authority Fund – to fill the funding gap. Should Council approve the allocation of \$6,597.74 from the Housing Authority Fund, the remaining balance of Fund 295 will be \$2,472,279.26.

POLICY ALTERNATIVE(S):

Alternative 1: Do not award Homeless Outreach, Assessment, and Case Management contract to WeHOPE.

Pros: Funding allocated for this service can be reallocated to other programs and/or initiatives.

Cons: The City would bring the next qualified service provider from the RFP scoring list to Council for consideration. However, this could delay the provision of services to the City's unhoused residents.

Reason not recommended: The City cannot properly respond to reports of homeless encampments without having an experienced vendor build rapport with individuals and assist with their most basic needs. WeHOPE satisfies this need and staff recommends awarding this vendor a contract for services.

FISCAL IMPACT:

If this item is approved, the fiscal impact to the City will be \$193,335.26 in Permanent Local Housing Allocation (PLHA) grant funds with an additional fiscal impact of \$6,597.74 from the Housing Authority Fund (Fund 295). The projected end balance of the Housing Authority Fund (Fund 295) for FY2024 is \$2,478,877.

Commented [CN2]: Removing this sentence, as there may be other expenditures that will affect the balance

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The recommendations have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION:

1. Approve a One-Year Professional Services Agreement with WeHOPE in the amount of \$199,933.00 for Homeless Outreach, Assessment, and Case Management Services.
2. Authorize the Appropriation of \$6,597.74 from the Housing Authority Fund.
3. Authorize the City Manager, and/or designee to Execute the Contract with WeHOPE.

ATTACHMENT(S):

Attachment 1: 24-088 Bid Tab - Pending

Attachment 2: 4-088 Homeless Outreach Program Professional Services Agreement

Attachment 3: Budget Change Form

☐ Check if City Council Approval required.	Meeting: June 18, 2024
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Requested by:	Department Head:	Date: June 18, 2024
Reviewed by:	Finance Director: Luz Cofresí-Howe	Date: June 18, 2024
Approved by:	City Manager: Ned Thomas	Date: June 18, 2024
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve an Amendment to the Professional Services Agreement with Ascent Environmental for Consultant Services Related to Preparation of the Gateway-Main St. Specific Plan (Staff Contact: Jay Lee, Planning Director, 408-586-3077)
Category:	Community Development
Meeting Date:	6/18/2024
Recommendation:	(1) Approve an amendment to the Professional Services Agreement with Ascent Environmental for consultant services related to preparation of the Gateway-Main St. Specific Plan, extending the contract timeline for professional services without incurring any additional costs; and (2) Authorize the City Manager to execute the amended agreement.

Background:

The Milpitas Midtown Specific Plan was originally adopted by City Council in 2002 to maximize land use, transportation, and economic opportunities along the City's historic Main Street and to energize and catalyze mixed-use, transit-oriented development in the Midtown area, also known as the "heart" of Milpitas. Since adoption of the current Midtown Specific Plan, little of the community's vision for this area has been realized, and many potential development sites remain vacant and underutilized, especially along Main Street. As part of the update process, the Midtown Specific Plan will be renamed the "Milpitas Gateway/Main Street Specific Plan" and will provide a new vision and strategic policy framework to guide redevelopment and reinvestment in three focus areas and transform this important gateway into an attractive and vibrant destination for the City and the region.

On April 6, 2021, the City Council adopted the FY2022-26 Capital Improvement Plan (CIP), which included the Milpitas Gateway/Main Street Plan (Midtown Specific Plan Update) as Project No. 3437 with an initial outlay of up to \$960,000 from the Community Planning Fund. On May 26, 2021, the Metropolitan Transportation Commission (MTC) awarded the City of Milpitas an additional \$500,000 through its Priority Development Area (PDA) Planning Grant Program to complete the project.

On March 16, 2021, the Purchasing Division released RFP No. 2515 seeking proposals from qualified vendors with demonstrated experience in municipal planning services to assist the City with the Milpitas Gateway/Main Street Specific Plan (Midtown Specific Plan Update). Following a competitive evaluation process in accordance with the City's Municipal Code, the top firm, Ascent Environmental, was invited to continue in the evaluation process by providing a detailed scope of work with the proposed compensation for all services outlined in the RFP.

On September 21, 2021, City Council authorized the City Manager to execute a master funding agreement with the MTC to receive funding through the Priority Development Area (PDA) Planning Grant Program and a professional services agreement with Ascent Environmental for consultant services to prepare the Gateway/Main Street Specific Plan.

The initial project budget was \$930,708. Per Section I-2-3.21 of the Milpitas Municipal Code, the Purchasing Agent is authorized to execute amendments up to 10 percent of a contract (over \$100,000) or \$20,000, whichever is less, and up to \$40,000 in cumulative amendments. As such, the Purchasing Agent twice executed amendments to the Professional Services Agreement with Ascent Environmental to increase the project budget by \$19,500 each time, for a total budget increase of \$39,000, resulting in a project budget of \$969,708. These amendments also extended the termination date from June 30, 2023 to June 30, 2024.

On April 16, 2024, the City Council approved an amendment to the professional services agreement with Ascent Environmental to reallocate budget amounts between tasks and increase the overall project budget by \$90,000, resulting in a new contract amount of \$1,059,708.

Analysis:

Tasks 1-3, which include existing conditions assessments, extensive community outreach, plan visioning, scenario planning, and preferred plan strategies, have been completed. Task 4 (Specific Plan Drafting) and Task 5 (Environmental Evaluation) are underway, and a Public Draft Plan is expected in June 2024. Following public review of the Public Draft Plan, the project team will continue to refine the plan and environmental analysis and aim for adoption hearings in late 2024.

Therefore, an additional amendment to the professional services agreement with Ascent Environmental is needed to extend the agreement term 12 months, from June 30, 2024 to June 30, 2025, with no change in compensation. Per Milpitas Municipal Code Section I-2-3.21, contract extensions exceeding 12 consecutive months from the last Council-approved expiration date, which is June 30, 2023, require Council approval.

The original scope of work, budget, and timeline were initially prepared in 2021. At that time, there were several unknowns regarding the scope of work:

1. The project area and boundary;
2. Preparation and inclusion of specific zoning regulations and development standards within the Specific Plan; and
3. The existing condition of utilities and infrastructure within the plan area.

Throughout the preparation of the plan, the project area has expanded to annex adjacent neighborhoods which would benefit from inclusion into the plan area. An additional redevelopment focus area was also added to maximize the development potential of new opportunity sites. Additionally, City staff determined that the scope of work should also include preparing zoning regulations and development standards to ensure consistency between the Specific Plan and Milpitas Zoning Ordinance upon plan adoption rather than amending the zoning map and text later. Furthermore, the existing condition of utilities and infrastructure within the plan area requires additional analysis and utility improvements to ensure that future development will be adequately served.

Due to the added complexity to the scope of work, the agreement termination date needs to be extended from June 30, 2024 to June 30, 2025. Although the project team anticipates completing the project in late 2024, City staff is seeking an extension to June 30, 2025 to ensure there is sufficient time to finish the work.

Policy Alternatives:

Alternative 1: Do not approve and authorize the City Manager to execute an amendment to the Professional Services Agreement with Ascent Environmental for consultant services related to the preparation of the Gateway-Main St. Specific Plan.

Pros: None.

Cons: Failure to approve and authorize the City Manager to execute an amendment to the professional services agreement with Ascent Environmental would result in the City being unable to finish updating the Midtown Specific Plan and forgoing \$500,000 in approved PDA grant funds, which need to be expended within 36 months of execution of a funding agreement with MTC. Without the Milpitas Gateway/Main Street Specific Plan, the existing Midtown Specific Plan would remain in place. Absent new policies and standards to facilitate catalytic development, the Main Street area and Calaveras Corridor would likely continue to suffer from disinvestment and a lack of identity. The City would potentially miss out on the opportunity to revitalize an important area of the city.

Reason not recommended: Considering the City's anticipated Regional Housing Needs Allocation (RHNA) from the Association of Bay Area Governments (ABAG), the Milpitas Gateway/Main Street Specific Plan is needed to help Midtown realize its full development potential and support regional and state efforts to address

critical housing needs. If Midtown is unable to accommodate more housing development, it will be more challenging to meet the City's RHNA obligation. Moreover, the Milpitas Gateway/Main Street Specific Plan is needed to implement the vision of the recently adopted General Plan, which establishes Midtown as a key opportunity area for new economic growth and development in the City.

Fiscal Impact:

None. The proposed amendment is to extend the contract and the project budget will not change.

California Environmental Quality Act:

Not applicable. The selection and contractual arrangement of planning services do not constitute a project, in accordance with Section 15378 of the CEQA Guidelines.

Recommendation:

(1) Approve an amendment to the Professional Services Agreement with Ascent Environmental for consultant services related to preparation of the Gateway-Main St. Specific Plan, extending the contract timeline for professional services without incurring any additional costs; and (2) Authorize the City Manager to execute the amended agreement.

Attachment:

(a) Amendment No. 5 to the Professional Services Agreement with Ascent Environmental



AMENDMENT NO. 5
TO THE AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND ASCENT ENVIRONMENTAL INC
FOR
MAIN STREET GATEWAY SPECIFIC PLAN UPDATE

This Amendment No. 5 is entered into this day of _____, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and Ascent Environmental, Inc. , a corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No 4.

RECITALS

WHEREAS, on September 29, 2021, the Parties entered into an Agreement for Main Street Gateway Specific Plan Update (the "Agreement") for the term period of September 29, 2021 to June 30, 2023 with a not to exceed sum of \$930,708.00; and

WHEREAS, on July 29, 2022 the parties amended the Agreement to increase the not to exceed amount by \$19,500.00 to \$950,208.00 and extend the agreement to December 31, 2023.

WHEREAS, on April 20, 2023 the parties amended the Agreement for Internal Shifts in Budget Allocations, and extend the Agreement to June 30, 2024, with no change in compensation.

WHEREAS, on December 4, 2023 the parties amended the Agreement to for Internal Shifts in Budget Allocations, and to add \$19,500.00 to the overall contract to \$969,708.00.

WHEREAS, on May 15, 2024 the parties amended the Agreement for Internal Shifts in Budget Allocations, and to add \$90,000.00 to the overall contract to \$1,059,708.00.

WHEREAS, the parties now desire to amend the Agreement to extend the Agreement to June 30, 2025, with no change in compensation.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. 5. Term. is hereby amended to read as follows:

The term of this Agreement shall be from the **Date first written above to June 30, 2025**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

2. All other provisions of the Agreement not amended by this Amendment No. 5 shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

**SIGNATURE PAGE OF AMENDMENT
NO. 5 TO THE AGREEMENT FOR
MAIN STREET GATEWAY SPECIFIC PLAN UPDATE BETWEEN
THE CITY OF MILPITAS AND ASCENT ENVIRONMENTAL INC**

IN WITNESS WHEREOF, the Parties have executed this Amendment No.
5 as of the date first written above.

CITY OF MILPITAS

ASCENT ENVIRONMENTAL INC

Approved By:

Ned Thomas, City Manager

Signature

Date

Name

Approved As To Form:

Title

Michael Mutalipassi, City Attorney

Date

Approved:

Luz Cofresi-Howe, Finance
Director/Risk Manager

Approved As to Content:

Jay Lee, Director of Planning and Neighborhood
Services



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Waive the Second Reading and Adopt Ordinance No. 38.855 Amending the Zoning Ordinance (Title XI, Chapter 10 of the Milpitas Municipal Code) and the Zoning Map to create the new Business Park Research and Development Zone and Metro Area Zones (Staff Contact: Jay Lee, Planning Director, 408-586-3077)
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2024
Recommendation:	1. Determine that the EIR Addendum adequately analyzes the potential environmental impacts associated with the proposed Zoning Amendments and is in compliance pursuant to CEQA Guidelines §15162 and §15164; and 2. Move to waive the second reading and adopt Ordinance No. 38.855 approving Zoning Text and Zoning Map Amendment No. ZA24-0002 to create the new Business Park Research and Development Zone and Metro Area Zones.

BACKGROUND:

This Ordinance was introduced at the City Council meeting held on June 4, 2024 to amend the Zoning Ordinance (Title XI, Chapter 10 of the Milpitas Municipal Code) and the Zoning Map to create the new Business Park Research and Development Zone ("BPRD") and Metro Area Zones. At the direction of the Council, the Ordinance was modified to increase the by right warehouse size in the BPRD from 150,000 sq. ft. to 200,000 sq. ft. The Ordinance is now ready for its second reading and adoption as amended.

FISCAL IMPACT:

Adoption of the Business Park Research and Development (BPRD) and Metro Area Zones is expected to bring significant economic benefits to Milpitas. Because of the high-density development that is encouraged in the Metro Area as well as the emerging and innovative technology industries that are allowed in the BPRD area, these zoning districts are anticipated to encourage new development and investment in the city, contributing to the growth of the Milpitas economy. Development of new high-density residential and commercial development in the Metro Area will bring significant property tax and sales tax revenue to the City. The BPRD zoning district will incentivize new development of properties designed for high-tech, advanced manufacturing, and R&D uses, which will bring new high-paying employment opportunities and significant tax revenue to the City. This will benefit not only the local economy of Milpitas, but also the City's long-term fiscal outlook.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

An Addendum to the Final Environmental Impact Report (EIR) for the Milpitas 2040 General Plan and Subsequent Final Environmental Impact Report (SFEIR) for the Milpitas Metro Specific Plan was prepared and published on April 26, 2024. The Addendum finds that the impacts of the proposed project remain consistent with the impacts previously analyzed in the certified General Plan FEIR and Metro Specific Plan SFEIR. The Addendum further concludes that proposed General Plan amendment and zoning ordinance and zoning map amendments do not require any substantial revisions to the General Plan FEIR or Metro Specific Plan SFEIR, and that no new significant information or changes in circumstances surrounding the proposed project have occurred since the certification of the General Plan FEIR or Metro Specific Plan SFEIR. The Addendum demonstrates that the previous analysis completed for the General Plan Update FEIR and Metro Specific Plan SFEIR remain adequate under CEQA; therefore, no further environmental review is required.

RECOMMENDATION:

1. Determine that the EIR Addendum adequately analyzes the potential environmental impacts associated with the proposed Zoning Amendments and is in compliance pursuant to CEQA Guidelines §15162 and §15164.
2. Move to waive the second reading and adopt Ordinance No. 38.855 approving Zoning Text and Zoning Map Amendment No. ZA24-0002 to create the new Business Park Research and Development Zone and Metro Area Zones.

ATTACHMENT(S):

1. Ordinance No. 38.855

REGULAR

NUMBER: 38.855

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING TITLE XI, CHAPTER 10, SECTION 2 (DEFINITIONS), SECTION 3 (ZONING DISTRICTS), SECTION 7 (INDUSTRIAL ZONES AND STANDARDS), SECTION 53 (OFF-STREET PARKING REGULATIONS), AND SECTION 56 (NONCONFORMING BUILDINGS AND USES); AND ADDING SECTION 9 (METRO AREA ZONES AND STANDARDS) AND SUBSECTION 54.18 (2023-2031 HOUSING ELEMENT SITES); RELATING TO THE CREATION OF NEW ZONING DISTRICTS (BUSINESS PARK RESEARCH AND DEVELOPMENT ZONE, METRO AREA ZONES); AND AMENDING THE ZONING MAP OF THE CITY OF MILPITAS TO CHANGE THE ZONING CLASSIFICATIONS OF CERTAIN PARCELS THROUGHOUT THE CITY TO ACHIEVE CONSISTENCY BETWEEN THE MILPITAS 2040 GENERAL PLAN, MILPITAS METRO SPECIFIC PLAN, ZONING ORDINANCE, AND ZONING MAP.

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by cities as a means of implementing the General Plan; and

WHEREAS, Section 3.03 of Chapter 10 Zoning of Title XI of the Milpitas Municipal Code, divides the City into zoning districts; and

WHEREAS, the City Council is the final authority on General Plan, Specific Plan, and Zoning amendments, including amendments to the Zoning Ordinance and Zoning Map; and

WHEREAS, on March 9, 2021, the Milpitas City Council adopted the Milpitas 2040 General Plan, updating and revising the land use policies, goals, and objectives contained in the City’s previous General Plan; and

WHEREAS, on February 7, 2023, the Milpitas City Council adopted the Metro Specific Plan to guide future land use, development, and public and private investment in the area surrounding the Milpitas Transit Center, the Milpitas Bay Area Rapid Transit (BART station), and the Great Mall; and

WHEREAS, California Government Code Section 65860 requires a city’s zoning ordinance to be consistent with its adopted general plan, including any specific plan that has been adopted to establish planning policies for a defined geographic area of the city; and

WHEREAS, the City has prepared a Zoning Text and Zoning Map Amendment (“Amendments”) to implement the land use policies and goals of the Milpitas 2040 General Plan and Metro Specific Plan, including the creation of a new Business Park Research and Development Zone and new Metro Area Zones, and to ensure overall consistency between the City’s General Plan, Metro Specific Plan, Zoning Ordinance, and Zoning Map; and

WHEREAS, pursuant to Milpitas Municipal Code §§ XI-10-57.02(G)(3), the City Council finds the Zoning Amendments set forth herein to be consistent with the General Plan, and specifically with Land Use Element Actions LU-1a (*update the City’s Zoning Map as appropriate to ensure consistency with the land use designations shown on Figure LU-1[Land Use Map]*) and LU-1b (*review the Zoning Ordinance and update as appropriate to reflect Land Use goals, policies, and implementation actions included in this Plan*); and

WHEREAS, per Milpitas Municipal Code § XI-10-57.02(G)(3), the City Council likewise finds that the Zoning Amendments set forth herein will not adversely affect the public health, safety and welfare, in that the proposed changes serve to implement several of the City’s adopted land use and economic development policies by facilitating new, higher-density and transit-oriented development in appropriate areas and attracting new businesses to Milpitas, thereby advancing numerous goals related to community design, environment, and economic development and supporting overall community health and well-being in Milpitas; and

WHEREAS, on March 9, 2021, a Final Environmental Impact Report (FEIR) (SCH # 2020070348) was certified for the Milpitas 2040 General Plan in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, on February 7, 2023 a Subsequent Final Environmental Impact Report (SFEIR) (SCH # 2006032091) was certified for the Milpitas Metro Specific Plan; and

WHEREAS, an Addendum to the certified Milpitas 2040 General Plan FEIR and Metro Specific Plan SFEIR was published on April 26, 2024, which concluded that the impacts of the proposed Zoning Text and Map Amendments remain consistent with the impacts previously analyzed in the Environmental Impact Reports, and therefore no further environmental analysis pursuant to CEQA is required; and

WHEREAS, on May 22, 2024, the Planning Commission held a duly noticed public hearing on the subject application, considered evidence presented by City staff and other interested parties, and adopted Resolution 24-017 recommending, among other things, that the City Council approve and Zoning Amendment ZA24-0002 and adopt the Comprehensive Zoning Ordinance Update Phase I Addendum to the General Plan FEIR (SCH # 2020070348) and Milpitas Metro Specific Plan SFEIR (SCH # 2006032091) related thereto; and

WHEREAS, all legal prerequisites to the adoption of this ordinance and the City Council's review and approval of the General Plan amendments, Zoning amendments, and CEQA review contained herein have been met.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Based on its review of the entire record, including the staff report, public comments and testimony presented to the Planning Commission and City Council, and the facts outlined below, the City Council hereby finds and determines that the potential environmental effects of the proposed Amendments have been adequately reviewed and analyzed. An Addendum to the Final Environmental Impact Report (FEIR) for the Milpitas 2040 General Plan (State Clearinghouse No: 2020070348) and Subsequent Final Environmental Impact Report (SFEIR) for the Milpitas Metro Specific Plan (State Clearinghouse No: 2006032091) was published on April 26, 2024. The Addendum finds that the impacts of the proposed project remain consistent with the impacts previously analyzed in the certified General Plan FEIR and Metro Specific Plan SFEIR. The Addendum further concludes that proposed project does not require any substantial revisions to the General Plan FEIR or Metro Specific Plan SFEIR, that no new significant information or changes in circumstances surrounding the proposed project have occurred since the certification of the General Plan FEIR or Metro Specific Plan SFEIR, and that the previous analysis completed for the General Plan Update FEIR and Metro Specific Plan SFEIR remains adequate under CEQA. The City Council therefore finds that its actions are consistent with CEQA and State CEQA guidelines and that no additional environmental review is required. The City Council approves and adopts this Addendum as if fully set forth herein.

SECTION 3. ZONING TEXT AND MAP AMENDMENT FINDINGS (XI-10-57.02)

The City Council finds based upon the full record before it that all findings and prerequisites required for the Zoning Text and Zoning Map amendments proposed have been met, including those set forth in the Government Code, including Sections 65850 et seq., and the Milpitas Municipal Code, including Section XI-10-57.02. The City Council makes the following further and specific findings based on the evidence in the public record in support of Zoning Amendment No. ZA24-0002:

A. The proposed amendment is consistent with the General Plan.

The fundamental purpose of the proposed Zoning Ordinance and zoning map amendments is to achieve consistency with the General Plan, as required by state law. This detailed set of Zoning Ordinance and zoning map amendments follows the adoption of the comprehensive update to the City's general plan, titled the Milpitas 2040 General Plan, as well as the adoption of the Metro Specific Plan. The creation of the new Business Park Research and Development Zone and the new Metro Area Zones, along with updates to the zoning classifications of certain parcels throughout the city, accomplish the important objective of bringing the Zoning Ordinance and zoning map into consistency with the General Plan and Metro Specific Plan.

B. The proposed amendment will not adversely affect the public health, safety and welfare.

The proposed zoning changes serve to implement several of the City's adopted land use and economic development policies that promote the public interest. They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. They would also provide clear and user-friendly regulatory requirements and standards for new development, improving outcomes for property owners and adjacent residents and businesses. In summary, the proposed zoning amendments would support overall community health and well-being in Milpitas.

SECTION 4. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 2

Title XI, Chapter 10, Section 2 (Definitions), of the Milpitas Municipal Code is hereby amended to read as follows:

Section 2 - Definitions

XI-10-2.01 Purpose and Intent

The purpose of this chapter is to ensure precision in interpretation of this title. This section provides definitions of terms and phrases used in this Zoning Code that are technical or specialized, or that may not reflect common usage. If any of the definitions in this chapter conflict with definitions in other provisions of the Municipal Code, these definitions shall control for the purposes of this Zoning Code. If a word is not defined in this chapter, or other provisions of the Municipal Code, the most common dictionary definition is presumed to be correct.

XI-10-2.02 General Definitions

- A. The word "shall" is mandatory and not discretionary. The word "may" is permissive and discretionary.
- B. The word "should" indicates a guideline that must be followed in the absence of compelling considerations to the contrary.
- C. In the case of any difference of meaning or implication between the text of any provision and any caption or illustration, the text shall control.
- D. Unless the context clearly indicates to the contrary, words in the present and the future tense are interchangeable, and words in the singular and plural are interchangeable.
- E. Unless the context clearly indicates to the contrary, the following conjunctions shall be interpreted as follows:
 - 1. "And" indicates that all connected items or provisions shall apply;
 - 2. "Or" indicates the connected items or provisions apply singly; and
 - 3. "And/or" indicates the connected items or provisions may apply singly or in any combination; and

4. "Either...or" indicates that the connected items or provisions shall apply singly but not in combination.
- F. The word "used" shall include arranged, designed, constructed, altered, converted, rented, leased, occupied, or intended to be utilized.
- G. The words "Planning Director" shall mean the Planning Director of the City or designee.
- H. The words "Planning Division" shall mean staff representing the City in implementing this chapter, the General Plan, and other regulations affecting land use.
- I. The words "City Engineer" shall mean the City Engineer of the City or designee.
- J. The words "Building Official" shall mean the Building Official of the City or designee charged with the administration and enforcement of the Building Code of the City of Milpitas.
- K. The words "City Manager" shall mean the City Manager of the City or designee.
- L. The words "Planning Commission" or "Commission" shall mean the City Planning Commission.
- M. The word "Council" shall mean the City Council, the governing body of the City.
- N. The word "City" shall mean the City of Milpitas.
- O. The word "County" shall mean the County of Santa Clara.
- P. The word "State" shall mean the State of California.
- Q. The words "Zoning Ordinance" or "this Chapter" or "Zoning Code" shall mean Title XI, Chapter 10 of the Municipal Code of the City.
- R. The words "General Plan" shall mean the General Plan of the City.
- S. The word "code" shall mean the municipal code of the City.
- T. Unless otherwise indicated, reference in this Chapter to whole numbers of sections includes all of the decimal-numbered paragraphs listed under such whole number section; i.e., a reference to Section 1.00 includes Subsections 1.01, 1.01-1 where the same are applicable.
- U. The word "lot" includes "plot".
- V. The word "building" includes "structure" except as specified.
- W. The words "Enforcement Officer" mean that person or persons specifically designated by the City Manager to enforce the provisions of this Chapter.
- X. The words "Zoning Administrator" shall mean the City Zoning Administrator.

XI-10-2.03 Definitions

A

"Abate" shall mean to repair, replace, remove, destroy or otherwise remedy the condition in violation of this Chapter.

"Accessory Building or Use" means a subordinate building or use, whose purpose is clearly incidental to that of the main building or the use of the land, and which shall not contain living or sleeping quarters or storage for commercial vehicles in excess of three-quarter ($\frac{3}{4}$) ton size. Accessory dwelling units, as defined in subsection XI-10-13.08 "Accessory Dwelling Units," are exempted from the prohibition against living and sleeping quarters. An accessory building shall be considered attached to the main building if:

1. It shares a common wall with the main building; or

2. It shares an integral roof structure having the same framing system and roof covering as the main building and is separated from the main structure by no more than ten (10) feet at any given point.

"Accessory Structure" means a structure subordinate to the principal use of a building on the same lot and serving a purpose customarily incidental to the use of the principal building. An accessory structure is that which an accessory building is not, by definition. Examples include, but are not limited to fences, trellises, covered patios, and porte cocheres.

"Active Use" means a use that attracts walk-in visitors and has a high degree of transparency from the street. Active uses include but are not limited to retail, restaurants, bars, markets, theaters, salons, yoga studios, art studios/galleries, banks, offices, and clinics. Active uses also include ground floor residential shared amenities, such as a lobby, gym, or conference room.

"Adjacent" means having a common border with, or being separated from such a common border by a right-of-way, alley or easement. Properties separated by a street, alley, intersection, or other public right-of-way (other than an elevated interstate freeway), shall be considered abutting when their property lines would touch in any way if drawn to the center line of such street, alleyway, intersection, or other public right-of-way.

"Advanced Manufacturing" means the use of innovative technologies to create existing and new products or to improve products and processes. Advanced manufacturing focuses on the rapid transfer of science and technology into production activities and may incorporate high technology elements such as information, automation, computation, software, sensing, and networking. Advanced manufacturing may include storage space for raw materials and/or finished goods that actively supports the primary use.

"Airport" means any area of land or water designed, used, or intended to be used or set aside for the landing and taking off of aircraft. The term "Airport" includes all necessary taxi-ways, aircraft storage and tie-down area, hangars and other necessary buildings and open spaces.

"Alley" means any public thoroughfare which affords only a secondary means of access to abutting property.

"Alteration, Structural" means any change which would tend to prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams or girders.

"Amateur Radio Facility" means a wireless communication facility operated by an FCC licensed amateur radio operator within the Amateur Radio Service (USC Title 47, Part 97).

"Amateur Radio Operator" means a person holding written authorization to be the control operator of an Amateur Radio facility. This authorization may be in the form of a license or permit issued by the Federal Communications Commission or a foreign national or multi-national license or permit recognized by treaty as valid in the United States.

"Antenna" means any system of towers, poles, panels, rods, wires, drums, reflecting discs or similar devices used for the transmission or reception of electromagnetic waves. See also "Satellite dish or satellite antenna."

Apartment House. See "Dwelling, Multiple-Family."

Apartment, Efficiency. Efficiency apartment means a dwelling unit in a multi-family building consisting of not more than one (1) habitable room, together with kitchen or kitchenette and sanitary facilities.

"Assembly" see "Places of Assembly."

"Assembly from pre-processed materials" means assembling, packaging, or distributing from previously prepared materials, such as cloth, plastic, paper, leather, precious or semi-precious metals or stones, electric or electronic instruments and devices such as television, radios, and pharmaceutical products. Assembly in the

context of industrial manufacturing is distinct from and unrelated to the definition of "Places of Assembly" involving groups of people.

"Auto" means any motor vehicle requiring a license pursuant to the California Vehicle Code.

"Auto Repair shop" means any shop, building, room, place or space wherein, for compensation, any automobile, other motor vehicle, or any parts thereof, are repaired, remodeled, overhauled, reconditioned, or painted.

"Automobile and Trailer Sales Area" means an open area, other than a street, used for the display, sale or rental of new or used automobiles or trailers, and where no repair work is done except minor incidental repair of automobiles or trailers to be displayed or sold on the premises.

"Automobile Wrecking" means the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts.

B

"Bar or nightclub" means a commercial establishment serving alcoholic beverages for consumption on the premises where the service of food is only incidental to the consumption of such beverages. Dancing and live entertainment may also be conducted within the establishment.

"Basement" means a story, partly or wholly, underground. For purposes of height measurements, a basement shall be counted as a story where more than one-half ($\frac{1}{2}$) of its height is above the average level of the adjoining ground.

"Bay Window" means a window or set of windows jutting out from the wall of a building, rising from the ground and forming an alcove which may or may not add additional floor area or a sitting area within.

"Bedroom" means any room which meets the minimum requirements of both the Zoning Ordinance and the Building Code for a Habitable Room, which is constructed in such a manner that less than fifty (50) percent of one (1) wall is open to an adjacent room or hallway and which can be readily used for private sleeping purposes, shall be counted as a bedroom in order to determine parking or other requirements. For the purpose of calculating parking requirements, the following rooms which regularly make up a standard dwelling unit shall not be considered a "bedroom": one (1) kitchen, one (1) living room; one (1) family or recreation room; one (1) dining room; and the customary sanitary facilities. Planning staff shall determine whether or not a room qualifies as one of the above exceptions.

"Billiard Center" means a place for the public to view and participate in cuesports, such as, but not limited to, billiards, pocket billiards (e.g., pool), snooker, and the various forms of carom billiards.

"Billiards" means a "Recreation and Entertainment facility" for the public to view and participate in cue sports, such as but not limited to billiards, pocket billiards (e.g., pool), snooker, and the various forms of carom billiards.

"Block" means that property so designated on an official map of the City, or part of the City, or bounded by streets, or by a street or streets, and railroad right-of-way, canal right-of-way, or unsubdivided acreage.

"Boarding House" means an establishment where lodging is provided for compensation, generally for stays of more than 30 days, for up to 8 persons. Boarding houses typically have individual rooms for guests, shared bathroom facilities and a single common kitchen. Meals may be served for guests and included as part of the cost of lodging.

"Breezeway" means a covered passageway between buildings which does not exceed ten (10) feet in width and which has at least one side open, except for necessary supporting columns.

"Building" means a structure having a roof supported by columns or walls for the housing or enclosure of persons, animals, or chattels. Where a dwelling is separated by a division wall without openings, each portion of such dwelling shall be deemed a separate building.

Building, Height of. "Height of building" means the vertical distance measured from the adjoining curb grade to the highest point of the roof surface, if a flat roof; and to the mean height level between eaves and ridge for a gable, hip or gambrel roof; provided, however, that where buildings are set back from the street line, then the height may be measured from the average elevation of the finished grade along the front of the building.

Building, Main. "Main building" means a building in which is conducted the principal use of the lot on which it is situated. The main building shall contain all area within the interior faces of the building, including enclosed areas that are attached. In any "M" district any dwelling shall be deemed to be the main building on the lot on which the same is situated.

Building, Unit Group. "Unit group building" means two (2) or more buildings (other than dwellings) grouped upon a lot and held under single ownership such as universities, hospitals, institutions and industrial plants.

Business, Retail. "Retail business" means retail sale of any article, substance, or commodity for profit or livelihood conducted within a building, but not including the sale of lumber or other building materials or the sale of used or second-hand goods or materials of any kind.

"Business Support Services" means establishments primarily within structures that provide other businesses with ancillary services that further or facilitate the other businesses' primary activity. This term does not include activities or uses that are specifically listed as a conditionally permitted or prohibited use in the applicable zone. Examples of business support services include but are not limited to:

1. Business equipment repair services (except vehicle repair);
2. Commercial art and design (production);
3. Computer-related services (rental, repair);
4. Copying and quick-printing services;
5. Equipment rental businesses within structures;
6. Heavy equipment repair services where repair occurs;
7. Janitorial services;
8. Mailbox rentals;
9. Mail advertising services (reproduction and shipping);
10. Other "heavy service" business services;
11. Outdoor advertising services;
12. Protective services (other than office related);
13. Rental, repairs and distribution of office or business equipment;
14. Window cleaning.

C

Camp, Trailer. "Trailer camp" means an area or tract of land used or designed to accommodate two (2) or more automobile or house trailers.

"Catering establishment" means an establishment in which the principal use is the preparation of food and meals on the premises, and where such food and meals are delivered to another location for serving and consumption.

"Candidate" means any person, party, referendum, initiative or other ballot measure.

"Cemetery" means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematories, mausoleums, and mortuaries when operated in conjunction with and within the boundary of such cemetery.

"Child Care Center" means any child care facility other than a family child care home, in which less than twenty-four (24) hour per day non-medical care and supervision are provided to children in a group setting. It includes infant centers, preschools, and extended child day care facilities, but does not include after school programs.

"Class A Office Space" means a high quality, modern building with large floor plates and amenities that typically attracts rents in the top twenty-five percent (25%) bracket.

"College and University, Private" means a privately owned and operated college, community college, or university giving general academic instruction equivalent to the standards prescribed by the State Board of Education.

"Commercial Athletic Facility" means a building or site equipped for physical training or athletic type games and sports, such as but not limited to, health spas, tennis, gymnasiums, handball courts, racquetball courts; also including ancillary uses when incidental to the primary use, such as but not limited to, steam baths, weight training, aerobic classes, massage, saunas, and the retailing of athletic supplies to be used in the facility.

"Commercial Fueling Facility" means a fueling facility designed for commercial customers which dispenses gasoline, diesel, or similar vehicle fuels, and which is not open to the general public, has no cash sales and provides no personal services on-site, provided that said facility is located not closer than five hundred (500) feet from any residentially zoned district or any area designated on the General Plan as being "residential" or any mobile home park.

"Commercial Laboratory" means a facility for scientific research in technology-intensive fields. Examples include biotechnology, pharmaceuticals, genetics, plastics, polymers, films and fibers.

"Commissary" means a fixed-location kitchen where food is stored and prepared for off-site vending from mobile food vehicles. Commissaries serving mobile food vendors may include shared-use commercial kitchens, private commercial kitchens, restaurant kitchens, and kitchens associated with civic and community organizations such as churches or social clubs; but do not include catering service establishments.

"Community Garden " means an area where neighbors and residents have the opportunity to contribute to and manage the cultivation of plants, herbs, vegetables, and fruits, generally on property under public or non-profit ownership. May consist of individually tended plots on a shared parcel or many be communal on a single plot.

"Condominium" means an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a residential, industrial, or commercial building on such real property, such as an apartment, office, or store. A condominium may include in addition a separate interest in other portions of such real property. Such estate may, with respect to the duration of its enjoyment, be either of the following:

1. An estate of inheritance or perpetual estate.
2. An estate of life.
3. An estate for years, such as leasehold or sub-leasehold.

"Condominium Conversion" means a change in the type of ownership of a parcel or parcels of land, together with the existing attached structures, to that defined for a condominium project or a community apartment project regardless of the present or prior use of such land and structures and whether substantial improvements have been made or are to be made to such structures.

"Conference Center" means a facility used for holding conventions, seminars, workshops or similar activities, including dining facilities and lounges for use by participants, as well as compatible accessory facilities such as offices and business centers.

"Continuing Violation" means a violation, infringement or breach of a provision of this chapter that is uninterrupted and lasts for a continuous period in excess of 24 hours.

"Contractor's Shop" means an establishment for specialized business activities related to building construction. This classification includes establishments for trades such as painting, carpentry, plumbing, glassworking, heating, air-conditioning, roofing, landscaping, cabinetmaking, and sign-making.

"Convenience Store" means a retail establishment selling food, beverages, and small convenience items such as personal hygiene products, cigarettes, magazines, etc. Food and beverage products sold primarily consist of packaged and canned goods, prepared foods and hot drinks for immediate consumption, fountain sodas, etc., with less than 10 percent of net retail floor area allocated for the sale of fresh fruits, fresh vegetables, fresh meat and dairy products, and other similar perishable items. Convenience stores are smaller in floor area than supermarkets/grocery stores (typically 4,000 square feet or less) and have long or late hours of operation (open before 7:00 am or after 10:00 pm).

"Court Dwellings" means a residential development in which there are several freestanding single-family or two-family dwellings with separate walls clustered on a single lot. Units are typically arranged to face around a common open space or drive aisle. If subdivided, a maintenance agreement or homeowners association may govern common areas like driveways or open space.

"Court" means an open unoccupied space, other than a yard, on the same lot with a building or buildings, and bounded on two (2) or more sides by a building, or buildings, including the open space in a dwelling group providing access to the units thereof.

"Court Apartment" means one (1), two (2) or three (3) multiple dwellings arranged around two (2) or three (3) sides of a court which opens onto a street, or a place approved by the Commission.

"Curb Grade" means the elevation of the established curb in front of the building measured at the center of such front. Where no curb grade has been established, the City Engineer shall establish such curb grade or its equivalent for the purpose of this Chapter.

"Custom and Artisan Manufacturing" means an establishment primarily engaged in on-site production of goods by hand manufacturing or artistic endeavor, which involves only the use of hand tools or small mechanical equipment and the incidental direct sale to consumers of only those goods produced on site. Typical uses include metalworking, pottery and ceramic studios, film processing, photo finishing, printmaking, lithography, glass furnace, or woodworking.

D

"Data Center" means a facility for the storage of computer systems and associated components.

"District" means a portion of the City within which certain uses of land and buildings are permitted or prohibited and within which certain yards and other open spaces are required and certain height limits are established for buildings, all as set forth and specified in this Chapter.

"Drive Through Uses" means any component or part of a building or structure which attracts or invites persons in motor vehicles to drive their vehicles upon the premises, and which is used to conduct business or used for the purpose of selling merchandise from the inside of said building to the occupants of motor vehicles.

"Dry-Cleaning Plant" means an establishment providing onsite, high-volume laundry and garment cleaning services, typically with the use of volatile solvents, including dry cleaning and garment pressing, diaper services, commercial laundries, and linen supply services. These facilities may include incidental onsite customer pick-up services.

"Dwelling" means a building or portion thereof designed exclusively for residential occupancy, including single-family, two-family and multiple-family dwellings, but not including hotels.

Dwelling, Group. "Group dwelling" means one (1) or more dwellings, other than a tourist court, arranged around two (2) or three (3) sides of a court, which opens onto a street, or a place approved by the commission, including single-family, two-family or multiple-family dwellings and court apartments. Group dwelling include homeless shelters and transitional housing.

Dwelling, Multiple-Family. "Multiple-family dwelling" means a building or portion thereof, designed for occupancy by three (3) or more families living independently of each other.

Dwelling, Single-Family. "Single-family dwelling" means a detached building designed exclusively for occupancy by one (1) family for living purposes and having only one (1) kitchen.

Dwelling, Two-Family. "Two-family dwelling" means a building designed exclusively for occupancy by two (2) families living independently of each other.

"Dwelling Unit" means a habitable room or group of habitable rooms (e.g., living room, bedroom, den, library, recreation, studio, etc.) designed for occupancy by one (1) or more persons living as a family or single household unit with common interior access to all living, kitchen and bathroom areas. No dwelling unit may have more than one (1) kitchen.

E

"EcoPass" means a program offered by the Valley Transportation Agency (VTA) in which employers or property owners purchase annual EcoPass stickers that allow their employees, tenants or residents to ride all VTA bus and light rail vehicles at no cost.

"Electronic Smoking Device" means an electronic and/or battery-operated device, the use of which may resemble smoking that can be used to deliver an inhaled dose of nicotine or other substances. "Electronic Smoking Device" includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, vaporizer or any other product name or descriptor.

"Elevation" means:

1. A scale drawing of the front, rear or side of a building or structure; or
2. A vertical distance above or below a fixed reference level.

Emergency Cache, Community. "Community emergency cache" means a collection of disaster response supplies approved by the City's Office of Emergency Services that would benefit the surrounding community.

"Emergency Shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay as set forth in the California Health and Safety Code Section 50801(e), as may be amended.

"Erosion" means the wear and removal of the material in the earth's crust from one site and the deposition at another.

"Extended Stay Hotel" means a commercial establishment providing lodging for a fee for guests, generally marketed to long-term visitors on a temporary basis, which contain furnishings and facilities for sleeping,

bathing, food preparation and cooking, Kitchen facilities within individual units may include, but are not limited to, counters, refrigerators, stoves, and ovens.

F

"Family" means an individual, or two (2) or more persons related by blood or marriage or legal adoption or joined through a judicial or administrative order of placement or guardianship, or unrelated persons who function together as a single household unit.

"Family Child Care Homes" means a home in which care, protection, and supervision of fourteen (14) or fewer children is regularly provided, in the caregiver's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away. Such homes are licensed by the State of California and include the following:

1. **"Large family child care home"** means a home in which family child care is provided to nine (9) to fourteen (14) children, including children under the age of ten (10) who reside at the home.
2. **"Small family child care home"** means a home in which family day care is provided to eight (8) or fewer children, including children under the age of ten (10) who reside at the home.

"Farmers' Market" means an event offering for sale produce, food items, and related goods and merchandise by certified growers authorized to sell, directly to consumers, products that are produced on land the producer controls or taken in consignment from other producers. Excludes flea markets.

"Floor Area Ratio (FAR)" is defined for nonresidential Zoning Districts as the maximum permitted ratio of gross floor area to site area and is calculated as follows:

$$\text{FAR} = \frac{\text{Total of Gross Floor Area for All Structures on Site}}{\text{Site Area}}$$

"Frontage" means all the property fronting on one side of a street between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of dead-end street, or city boundary, measured along the street line. An intercepting street shall determine only the boundary of the frontage on the side of the street which it intercepts.

G

Garage, Private. "Private garage" means a detached accessory building or portion of a main building for the parking or temporary storage of automobiles of the occupants of the premises.

Garage, Public. "Public garage" means a building, other than a private garage, used for the care, repair, or equipment of automobiles, or where such vehicles are parked or stored for remuneration, hire or sale.

Game Machine, Mechanical or Electronic. "Mechanical or electronic game machine" means any machine, apparatus, contrivance, appliance, or device which may be operated or played upon the placing or depositing therein of any coin, check, slug, ball, token, or any other article or device, or by paying therefore either in advance or after use, involving in its use either skill or chance, including, but not limited to tape machine, card machine, pinball machine, bowling game machine, shuffleboard machine, marble game machine, horse racing machine, basketball game machine, baseball game machine, football game machine, electronic video game or any other similar machine or device, exclusive of food, beverage and tobacco vending machine.

Grade, Finished. "Finished grade" means the final elevation of the ground surface after development, as shown on a precise Grading Plan.

"Grocery Store" means any premises wherein any of the following are exposed, offered for sale, or sold by retail: fresh fruits; fresh vegetables; bakery; meat; poultry, or fish products; frozen foods; and processed and pre-packaged food.

"Grocery Store, Small" means any premises less than 15,000 gross square feet in area wherein any of the following are exposed, offered for sale, or sold by retail: fresh fruits; fresh vegetables; bakery; meat; poultry, or fish products; frozen foods; and processed and pre-packaged food.

"Gross Acreage" means the total area within the boundaries of a legal lot or parcel, including any area proposed to be dedicated or reserved for public right-of-way. Adjacent lands already dedicated for public right-of-way, including public roadways, easements or other areas, shall not be included as part of the gross acreage.

"Gross Floor Area" means the total of all floors measured from the interior faces of the building, but not including areas for parking, basements, shaft enclosures, or unroofed inner courts unless any outdoor areas are used for retail purposes.

"Group Living Accommodations" means a building or portion of a building designed for or accommodating a residential use by persons not living together as a household. This use includes dormitories, convents and monasteries, and other types of organizational housing. This use does not include residential care facilities, nursing homes, hotels, single room occupancy residences, or boarding houses. Group living accommodations typically provide shared living quarters without separate kitchen or bathroom facilities for each room or unit.

"Guest House Accessory Building" means a one accessory structure, used for the accommodation of guests. Said guest house shall not contain any kitchen or cooking facilities but may contain one (1) bedroom, one (1) living area and one (1) bathroom, and shall be limited in floor area to a maximum of twenty (20%) percent of the total floor area of the main residence.

H

"Habitable Space" means a room designed for living, sleeping, eating or food preparation, including but not limited to a den, study, library, home office, sewing room or recreational room and excluding such areas as garages.

"Hazardous Material" means a material identified as hazardous by California Health and Safety Code Section 25502(n).

"Head/Smoke/Tobacco Shop" means a retail establishment primarily engaged in the selling of smoking and tobacco products and accessories, and other products, devices and components reasonably assumed to be used for smoking and/or the inhalation or ingestion of any substances. Tobacco products may include but are not limited to cigarettes, cigars, loose leaf tobacco, tobacco pipes, Electronic Smoking Devices and accessories, vaporizers and accessories and any other product, device or component used in the inhalation of tobacco, nicotine or other substance. For the purposes of this definition only, "primarily engaged" means when thirty percent (30%) or more of products sold at the retail establishment are smoking and tobacco products and accessories, and other products, devices and components reasonably assumed to be used for smoking and/or the inhalation or ingestion of any substance.

"Home Occupation" means a business enterprise conducted within a dwelling by the residents of the dwelling and which is incidental and secondary to the use the dwelling for residential purposes.

"Hospital" means an institution that maintains and operates facilities for primarily inpatient medical care, including x-ray, laboratory and surgical, for the diagnosis, care and treatment of human illness, injury and disease (physical or mental).

"Hotel" means a commercial establishment providing lodging accommodations for a fee for transient guests, generally for stays of 30 days or less, with access to rooms or units primarily from interior lobbies, courts

or halls. A hotel may include limited facilities for storage and preparation of food and beverages within individual rooms, such as coffee makers, mini refrigerators and microwave ovens.

I

"Individual Violation" means a noncontinuous condition or occurrence in violation, infringement or breach of a provision of this chapter that does not exceed twenty-four (24) hours in duration. An Individual Violation may be recurrent. Examples of "Individual Violations" for the purposes of this Chapter include, but are not limited to, the illegal outdoor storage of materials, entertainment events, or outdoor seating in violation of a use permit.

"Instruction, group and private" means the provision of instructional services, including but not limited to photography, fine arts, crafts, dance or music studios, driving schools, diet centers, yoga, martial arts studios, after school programs or similar uses. This definition does not include instruction received through trade or vocational schools nor a post-secondary school or child care centers. Private instruction includes fewer than six (6) students or clients at any one time and group instruction includes six (6) or more students or clients at any one time.

"Intensity" means the degree to which land is used, measured by a combination of the type of land used and the amount of land or floor area devoted to that use.

"Intensification of Use" means to alter the character of a use to the extent that the use generates new or different impacts on the health, safety, or welfare of the surrounding neighborhood, including but not limited to the level or amount of traffic, noise, light, smoke, odor, vibration, outdoor storage, or other similar conditions associated with the use.

J

"Junk Yard" means the use of more than one hundred (100) square feet of the area of any lot for the storage of junk, including scrap materials and metals, or wrecked vehicles and machinery, whether or not sale of such junk is made or proposed.

K

"Kennel" means any lot or premises on which four (4) or more dogs, more than four (4) months of age, are kept.

"Kitchen (for residential uses)" means a residential kitchen shall be enclosed and interior to the dwelling unit utilized for the preparation of food and include two (2) or more of each of the following:

1. A sink (typically larger than 14" × 17");
2. A full size refrigerator (typically larger than 24" × 64");
3. A 220-V electrical service outlet (typically used for major cooking appliances such as a stove, oven or cooking range).

L

"Laundromat" means a primarily self-service facility where customers wash and dry clothing and other textiles in on-site machines, and where ancillary full-service laundry services may also be offered.

"Live-Work Unit" means a dwelling unit with a separate living space attached to a work space within the same unit. The work space and the living space must be occupied by the same tenant. Live-work uses allow one non-residential employee, more customers, and a broader range of uses than permitted in Home Occupations. See XI-10-13.12 within Special Uses for Live-Work Unit purpose, intent, and regulations.

Uses permitted or conditionally permitted within the underlining zoning district apply unless otherwise prohibited in Section 10-13.12(E). Additional uses covered by this designation include, but are not limited to:

Art and craft work;
Offices, Business and Professional;
Artists and artisans;
Fashion.

"Loading Area" means an open area, other than a street or alley, used for the loading or unloading of vehicles.

"Loading Space" means an off-street space or berth on the same lot with a building, or contiguous to a group of buildings, for the temporary parking of a commercial vehicle while loading and unloading merchandise or materials, and which abuts upon a street or other appropriate means of access.

"Lot" means land occupied or to be occupied by a building, or unit group of buildings, and accessory buildings, together with such yards and lot area as are required by this Chapter and having its principal frontage upon a street or a place approved by the Commission.

1. **"Corner lot"** means a lot, or portion thereof, not greater than seventy-five (75) feet in width and situated at the intersection of two (2) or more streets.
2. **"Flag lot"** means a lot having access or an easement to a public or private street by a narrow, private right-of-way.
3. **"Interior lot"** means a lot other than a corner lot.
4. **"Key lot"** means a lot with a side line that abuts the rear line of any one (1) or more adjoining lots.
5. **"Reversed corner lot"** means a corner lot the street line of which is substantially a continuation of the front line of the lot to its rear.
6. **"Through lot"** means a lot having frontage on two (2) paralleled or approximately paralleled streets.

"Lot Dimensions."

1. **"Lot Area"** means the total horizontal area within the lot lines of a lot.
2. **"Lot Depth"** means the horizontal distance between the front and rear lot lines, measured along the median between the two (2) side lot lines.
3. **"Lot Lines"** means the lines bounding a lot as defined herein.
 - a. In the case of an irregular shaped lot or a lot with more than four (4) sides where there is question as to which are the front, side, and rear property lines in order to determine setbacks and required yards, there shall be at a minimum of one (1) front property line and one (1) rear property line. The rear property line shall be the lot line directly parallel to the front property line and of a width of at least thirty (30) feet in length. If no such lot line exists, the Director of Planning shall make the final determination as to the rear property line of such lot.
4. **"Lot Width"** means the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

M

"Manufacturing" means the preparation, making, treatment, or processing of articles as merchandise.

"Massage Establishment" means any establishment having a fixed place of business where any person, firm, association, partnership, corporation or other entity engages in, conducts, or carries on, or permits to be engaged in, conducted or carried on, any massage for compensation. For the purpose of this Chapter, the term

"massage establishment" shall also include, but not be limited to, any business providing off-premises massage services.

"Massage Establishment, Accessory" means an establishment that provides massage which is incidental to the primary business, where the owner of the primary business is responsible for the massage services and conduct of the massage technician(s) employed at the location.

"Medical and Dental Offices" means a building or place where (a) member(s) of the medical profession, dentists, chiropractors, osteopaths, acupuncturists, and physicians or occupational therapists provide diagnosis and treatment to the general public without overnight accommodation and shall include such uses as reception areas, offices, consultation rooms, pharmacy and x-ray providing that all such uses have access only from the interior of the building or structure.

"Medical and Dental Clinics" means the same as Medical and Dental Offices, except they also include minor operating rooms and out-patient surgery with no overnight stay.

"Medical Support Laboratory" means a facility for scientific laboratory analysis of medical resources. The analysis is generally performed for an outside customer, to support the work of that customer.

"Micromobility Device" means a small, lightweight vehicle operating at a speed typically below 15 miles per hour and driven by the individual user, such as bicycles, e-bikes, and electric scooters.

"Mixed Use Development" means a development that consists of vertical or horizontal combination of residential and commercial uses within a single building or site.

"Mobile Fueling" means a commercial service that offers on-demand fueling of motor vehicles at a specified location instead of at a service station. Mobile fueling may be provided to individual customers via the use of a mobile app, with fuel delivered to a home, office, or other location requested by the customer. Mobile fueling may also be provided for operators of fleet vehicles at a fixed, semi-permanent or permanent location.

"Mobile Home" means a transportable structure designed to be used as a dwelling unit when connected to required utilities.

"Mobile Home Accessory Building or Structure" means any awning, portable, demountable or permanent cabana, ramada, storage cabinet, carport, fence, windbreak or porch established for the use of the occupant of the mobile home.

"Mobile Home Lot" means a portion of mobile home park designated or used for the occupancy of one mobile home.

"Mobile Home Park" means any areas or tract of land where mobile home lots are rented or leased or held out for rent or lease to accommodate mobile homes used for human habitation.

"Mobile Home Stand" means the area on which the mobile home is placed when it is stationed on the lot, including the land lying under the mobile home.

"Mobile Recycling Unit" means an automobile, truck, trailer or van, licensed by the Department of Motor Vehicles or bins, boxes or containers transported by a truck, van or trailer, and used for the collection of recyclable materials.

"Motel" means a building or group of attached or detached buildings providing lodging accommodations for a fee for transient guests, generally for stays of 30 days or less, with access to each room or unit through an exterior door. Motels are distinguished from hotels primarily in that the former provide direct independent access to, and adjoining parking for, guest rooms and do not provide 24-hour guest services.

N

"Natural Land Slope" means the average slope of the lot in percent, determined by observation on simple slopes, or more precisely by the formula:

$S = 100 I L A$

Where:

I is the contour interval in feet;

L is the combined length of the contour lines in scale feet; and

A is the net area of the lot in square feet.

"Nonconforming Building" means a building or structure or portion thereof lawfully existing at the time this Chapter became effective, which was designed, erected or structurally altered, for a use that does not conform to the use regulations of the district in which it is located. A nonconforming building shall also mean any building or structure built in compliance with all city land use and zoning laws in existence at the time and which does not comply with current development standards, including but not limited to height, setbacks, floor area ratio, maximum lot coverage, maximum size of residence, front yard paving and impervious surface coverage.

"Nonconforming Use" means a use which lawfully occupied a building or land at the time this Chapter became effective and which does not conform to the use regulations of the district in which it is located.

O

"Occupation" means a principal business, profession or vocation in which one is regularly and habitually engaged for the purpose of compensation for a livelihood.

"Offices, Business and Professional" means offices of firms or organizations providing professional, management, or administrative services, including but not limited to accounting, architectural, business and management consulting, computer and technology, engineering, insurance, interior design, graphic design, real estate, title companies, and legal services. This classification includes co-working spaces designed to accommodate different organizations that provide such services. Does not include medical and dental offices or financial institutions such as retail and commercial banks.

"Open-Air Business" means drive-in business where persons are served in automobiles.

"Outdoor Music" means live music, both acoustic and amplified, including live individual musicians, bands, and disc jockeys (DJs), but not including karaoke, that takes place on a patio or other outdoor space. Outdoor music as defined and regulated in this Chapter shall also include recorded background music played outdoors at a public establishment such as a restaurant, bar, retail store, or other business.

"Owner/Occupant" means any person owning property, as shown on the last equalized assessment roll for City taxes, or the lessee tenant, or other person having control or possession of the property.

P

"Parcel" shall mean a legal lot of record.

"Parcel Hub" means a "last mile" warehouse or similar establishment for the processing and/or redistribution of parcels or products to end-user customers. A Parcel hub's primary function is moving a shipment from one mode of transport to vehicles with rated capacities less than 10,000 pounds, for delivery directly to consumers or end-users primarily within a ten-mile radius.

Parking Area, Private. "Private parking area" means an open area, other than a street or alley, used for the parking of the automobiles of occupants of a building.

Parking Area, Public. "Public parking area" means an open area, other than a private parking area, street or alley, used for the parking of automobiles and available for public or quasi-public use.

Parking Space, Automobile. "Automobile parking space" means a space within a building or a private or public parking area for the parking of one (1) automobile.

"Parking Structure" means a structure or portion thereof composed of one or more levels or floors used exclusively for the parking or storage of motor vehicles. A parking structure may be totally below grade (as in an underground parking garage) or either partially or totally above grade with those levels being either open or enclosed.

"Patio Cover" means a one-story structure, not exceeding twelve (12) feet in height and open on one (1) or more sides (provided, however, that the open sides may be closed with insect or plastic screening that is permeable material and not in any manner that would obstruct the free passage of light or air) used for recreational, outdoor living purposes only and not as carports, storage rooms or habitable rooms.

"Person" means a natural person, his heirs, executors, administrators, or assigns, and also includes a firm, partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

"Personal Services" means a commercial establishment which provides services of a personal or aesthetic nature directly to consumers, including but not limited to:

1. Beauty salons and barber shops;
2. Nail salons;
3. Tanning salons;
4. Hair removal salons;
5. Tattoo studios;
6. Body piercing studios.

"Place" means an open, unoccupied space, other than a street or alley, permanently reserved as the principal means of access to abutting property.

"Places of Assembly" means an institution or facility that offers or hosts activities for assembled groups of participants, including but not limited to private and nonprofit clubs; social or fraternal organizations; and churches, temples, synagogues, and other places of worship. This use is distinct from and unrelated to the industrial use "Assembly from pre-processed materials."

"Private Recreational Areas" means any usable open space or recreational facility available for use by all of the site's residents.

"Property" means all real property and fixtures, including, but not limited to, parking lots, sidewalks, gutters, driveways, walkways and any building and structure located on such property.

"Public Right-of-Way" as defined in Section V-500-1.13 of the Milpitas Municipal Code, shall mean the full width of the right-of-way of any street or bicycle pathway, as defined in the California Vehicle Code used by the general public, whether or not such street or path has been accepted as and declared to be part of the City system of streets and paths, including streets forming a part of the State Highway System. "Public right-of-way" also includes easements where the City is the grantee of the easement and property owned by the City of Milpitas or the Milpitas Redevelopment Agency and any public park, trail, or right-of-way within the City of Milpitas.

"Public Safety Use" means facilities for public safety or emergency services, including police and fire protection.

"Public Service Use" means facilities owned and operated by governmental agencies that provide services to the general public, including but not limited to federal, state and municipal administration buildings, courthouses, and post offices.

"Public Use" means a use intended to serve the whole city and/or region and operated by a public institution or entity. Such uses have the purpose primarily of serving the general public and include public schools, recreational facilities, government housing, government clinics, and the like.

"Public Utilities" means facilities for the production, storage, treatment, transmission and/or distribution of electricity, natural gas, water, wastewater, and telecommunications and other similar essential services. Also includes service facilities, electric transmission and distribution substations and public utility service centers.

Q

"Quasi-Public Use" means a use intended to serve the whole city and/or region and are operated by a private, nonprofit, educational, religious, recreational, or charitable, and having the purpose primarily of serving the general public. Such uses include religious facilities, private schools, community theaters, community and club organizations, private hospitals, places of assembly and the like.

R

"Recreation or Entertainment Facility" means a commercial establishment (indoors or outdoors) where patrons can actively participate in entertainment or recreation activities either independently or in conjunction with other uses.

"Recyclable Material" means reusable material including but not limited to metals, glass, plastic and paper, which are intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. Recyclable material does not include refuse or hazardous materials. Recyclable material may include used motor oil collected and transported in accordance with the California Health and Safety Code.

"Recyclable Processing Facility" means a building or space used for the collection and processing of recyclable materials. Processing means the preparation of material for shipment by such means as baling, briquetting, compacting, flattening, grinding, crushing, sorting, shredding, cleaning and remanufacturing.

"Repair and Cleaning, Small Items" means a commercial establishment that performs cleaning, repair, and alteration of small consumer and household items, such as laundromats (self-service laundries), dry cleaning pick-up stores (where cleaning is done off-site), tailors, shoe repair shops, jewelry and watch repair shops, and locksmiths. Excludes dry-cleaning plants, business equipment and computer repair, heavy equipment and machinery repair, repair and servicing of large and bulky household items such as appliances and furniture, or vehicle repair.

"Research and Development (R and D) Uses" means industrial or scientific research for the design, development, engineering and testing of high technology, clean technology, industrial, or scientific products. Research and development uses may include limited manufacturing as necessary for the production of prototypes, but exclude the full-scale manufacturing of final products. Research and development uses may also include storage space for raw materials and/or finished goods that actively supports the primary use.

"Residential Care Facility" means a facility licensed by the State of California to provide living accommodations, 24-hour care for persons requiring personal services, supervision, protection, or assistance for sustaining the activities of daily living for more than six individuals. Living accommodations are group homes or shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions.

"Restaurant" means an establishment in which the principal use is the preparation and sale of food and non-alcoholic beverages. If approved, the service of alcoholic beverages is incidental to the principal use.

1. **"Drive-in"** means a restaurant that delivers prepared food and/or beverages to customers in motor vehicles, regardless of whether or not it also serves prepared food and/or beverages to customers who are not in motor vehicles, for consumption either on or off the premises.
2. **"Drive-thru"** means a restaurant which includes one (1) or more drive-through lanes for the ordering and receipt of foods and/or beverages by patrons remaining in their vehicles.

3. **"Fast-food"** means a restaurant that offers quick food service, which is accomplished through a limited menu of items already prepared and held for service, or prepared. Orders are generally not taken at the customer's table, and food is generally served for consumption either on or off the premises. For the purposes of parking requirements, the ordering or take-out area is defined as the counter and the area between the counter and the main entry to the establishment.
4. **"Take-out"** means a restaurant where foods and/or beverages are sold directly to the customer in a ready-to-consume state for consumption off site with no seats onsite. For the purposes of parking requirements, the ordering or take-out area is defined as the counter and the area between the counter and the main entry to the establishment.

"Retail, Limited" means an establishment which offers the sale of a limited line of merchandise that is generally necessary or desirable for everyday living or everyday business activities. Examples include small grocery stores offering primarily prepared or pre-packaged food and beverage items, small drugstores and variety stores, small stationery, office supply stores, shops selling other small household goods, and walk-out retail stores. This classification excludes convenience stores.

"Retail Stores, General Merchandise" means retail trade establishments selling lines of merchandise. This classification excludes convenience stores. Examples of general retail stores and lines of merchandise include but are not limited to:

1. Art supply;
2. Antiques;
3. Bakeries (retail only);
4. Bicycles;
5. Books;
6. Candy stores;
7. Clothing and accessories;
8. Collectables;
9. Fabrics and sewing supplies;
10. Floral;
11. Gifts (novelties and souvenirs);
12. Hobby materials;
13. Jewelry;
14. Luggage and leather goods;
15. Music stores;
16. Office supplies and stationery;
17. Sporting goods and equipment;
18. Toys and games;
19. Tuxedo and formalwear rental;
20. Variety stores;
21. Video rentals and sales.

"Reverse Vending Machine" means an automated mechanical device which accepts at least one or more types of empty beverage containers including, but not limited to aluminum cans, glass and plastic containers, and issues a cash refund or a redeemable credit slip. A reverse vending machine sorts, and processes containers mechanically provided that the entire process is enclosed within the machine. In order to accept and temporarily store all three container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary.

A bulk reverse vending machine is a reserve vending machine that is larger than fifty (50) square feet; is designed to accept more than one container at a time; and will pay by weight instead of by container.

S

"Satellite Dish Antenna or Satellite Antenna" means any device incorporating a reflective surface that is solid, open mesh or bar configured to form a shallow dish, cone, horn or cornucopia used to transmit and/or receive electromagnetic signals. This definition includes antennas that are sometimes called "SES," "TVRO," "TVBS," and "DBS."

"School: Elementary, Middle, or High" means an institution which offers instruction in the several branches of learning and study required to be taught in the public schools by the Education Code of the State of California.

"School, trade and vocational" means an establishment where training is received to learn a particular trade or craft that involves skilled labor. Trades and crafts include but are not limited to the various construction trades, auto mechanics, machining, HVAC installation/repair/maintenance and similar trades and crafts.

"Service Station" means any premises used for supplying gasoline and oil at retail, direct to the customer, including minor accessories and services for automobiles, but not including automobile repairs.

Setback. See "Yard."

"Self-Storage or Mini-Storage" means the storage, generally of furniture and/or other household items, in small individual units (typically 400 square feet or less) that are available for rental by the general public.

"Short-Term Rental Unit" or "Short-Term Rental" or "STR" means the use of a dwelling unit, including, without limitation, a single-family, two-family, or multiple-family dwelling unit, mobile home, or any portion of such dwellings, rented for occupancy for dwelling, lodging, or sleeping purposes for a period of 30 or fewer calendar days, counting portions of days as full calendar days.

Signs. For purposes of Section XI-10-24, Sign Regulations, of this Chapter, the following definitions shall apply:

1. **"Abandoned Signs"** means any sign used for advertising or other purposes where the business it advertised or the use or event it supported has ceased operation for or occurred more than ninety (90) days prior to the sign's posting.
2. **"Abate"** means to repair, replace, remove, destroy, or otherwise remedy the condition in violation of this Chapter.
3. **"A-Frame Sign"** means and includes a sign that is portable, is capable of standing without support or attachment, and folds open in the form of an "A" or "sandwich-board".
4. **"Ancillary services sign"** means a sign displaying ancillary services such as smog services, lotto, or that represent trade affiliations, such as credit card services, or other similar services and not for the purpose of displaying products being sold.
5. **"Approved Plastics"** means those materials specified in the U.B.C. Standard No. 52-1 which have a flame spread rating of 225 or less and a smoke density not greater than that obtained from the burning of untreated wood under similar conditions when tested in accordance with U.B.C.

Standard No. 42-1 in the way intended for use. The products of combustion shall be no more toxic than the burning of untreated wood under similar conditions.

6. **"Architectural Sign"** means and includes a sign used for advertising purposes which constitutes an integral part of a roof or marquee and is designed with an intent and purpose to relate to the architectural style of the main building.
7. **"Area Identification Sign"** means and includes a permanent sign which serves to identify an area.
8. **"Awning sign"** means any sign or graphic attached to, painted on or applied to an awning or canopy.
9. **"Balloon Sign"** means and includes any large [over three (3) cubic feet in size] inflatable hot/cold air or helium balloon that is used as an advertising device for any business or promotional event.
10. **"Banner Sign"** means and includes a temporary sign composed of lightweight, flexible, non-rigid material either enclosed or not enclosed in a rigid frame.
11. **"Blade Sign"** means a pedestrian oriented sign, adjacent to a pedestrian walkway or sidewalk, attached to a building wall, marquee, awning, or arcade with the exposed face of the sign in a plane that is perpendicular to the plane of the building wall.
12. **"Building Perimeter"** means the total exterior wall length for any and all buildings intended for human occupancy, as measured at the ground elevation. No second story or subsequent upper story areas shall be considered as a part of this calculation.
13. **Canopy Sign.** See awning sign.
14. **"City Identification Sign"** means and includes a sign placed at the point of entry to the City of Milpitas for the purpose of informing a person that they are entering the City of Milpitas.
15. **"Construction Sign"** means and includes a sign placed on the property where site work, building construction and/or a tenant improvement within an existing building is in progress. The sign may denote that a business will be opening soon, the opening date, names of the architect, engineer, contractor, future business and lending agency.
16. **"Directional Sign"** means a sign which guides and directs motorists to a specified destination in the most direct manner possible.
17. **"Display Surface"** means the area made available by the sign structure of building surface for the purpose of displaying the advertising message.
18. **"Electric Sign"** means any sign containing electrical wiring, but not including signs illuminated by an exterior light source.
19. **"Erect"** means to build, construct, attach, hang, place, suspend or affix.
20. **"Exposed raceway"** means an enclosure or conduit that is used to conceal wiring for a lighted sign and is visible from any elevation, typically located between the sign and the building to which the sign is attached.
21. **"Flag"** means a visual device with no commercial copy, usually rectangular in shape and made of a cloth material suspended by, or attached to, a pole or post and may be raised or lowered.
22. **"Flag sign"** means a visual display device with commercial copy, usually rectangular in shape and made of a cloth material suspended by, or attached to, a post, or pole and may be raised and lowered.
23. **"Freestanding Sign"** means a sign which is supported by one or more uprights, poles, or braces in or upon the ground, or partially supported and attached to any building, other structure, or foundation on the ground.

24. **"Garage Sale Sign"** means a sign used primarily for the purpose of advertising a "garage sale" and/or "yard sale" at a residence.
25. **"Grand Opening Sign"** means and includes banners, pennants, flags, balloons, and similar advertising devices when used only for bona fide grand-opening functions, new ownership, name change, or the reopening of a business that has completely closed for remodeling for at least two weeks.
26. **Graphic Panel, Freestanding.** Freestanding graphic panel means a freestanding sign located within five feet of the main building wall, which relates to the architecture of the building and depends primarily on a graphic image for delivering its advertising message. Graphic panels do not count as freestanding signs. The display area on graphic panels counts towards overall sign area.
27. **"Impact Resistive Plastic"** means any plastic material capable of resisting fifty (50) foot pounds of force as tested in accordance with ANSI/UL 972 Multiple Impact Test or any similar test procedure.
28. **"Information Sign"** means and includes signs providing courtesy information, or direction to the public without advertising the business products, or services such as hours, entrance, exit, self-serve, credit cards, restrooms, telephone drive-up, or which serves to direct motorist and pedestrians on private property.
29. **"Joint Use Sign"** means and includes a freestanding sign for a commercial district under multiple ownerships where freestanding signs for each parcel for which signage is desired is infeasible. The commercial district shall be characterized by close proximity of the businesses and small parcel size. A common parking field and common vehicular circulation are encouraged.
30. **"Logo"** means a trademark, or symbol of an organization which is registered with the federal or State government and consistently used in conducting the business activities of said organization.
31. **"Marquee"** means a permanent roofed structure, attached to, and support by the building and projecting beyond the main building.
32. **"Multi-use Structures"** means any commercial, industrial, quasi-public, or agricultural farm products sales use, containing five or more stores, or businesses on a single parcel of land.
33. **"Mural"** means a display, or illustration painted on a building, or wall within a public view not intended to advertise a product, service, or business, and therefore is not considered a sign.
34. **"Mural sign"** means a display, or illustration painted on a building, or wall intended to advertise a product, service, or business.
35. **"Noncombustible Material"** means any material which will not ignite at, or below a temperature of one thousand two hundred (1,200) degrees during an exposure of five (5) minutes, and which will not continue to burn or glow at that temperature. Tests shall be made as specified in U.B.C. Standard No. 4-1.
36. **"Nonstructural Trim"** means the molding, battens, capping, nailing strips, latticing, cutout, or letters and walkways which are attached to the sign structure.
37. **"Off-site Advertising Display"** means any sign that advertises, or informs about a business organization, event, goods, products, services, or uses not available on the property upon which the sign is located.

The term "Off-site Advertising Sign" does not include Joint Use Sign, Temporary Tract Advertising Signs for subdivisions under construction in the City, Open House Directional Signs, Garage Sale Signs, Off-site Public Information Signs, off-site directional signs for purposes of identifying regional shopping centers, and Temporary Tract Advertising Signs.

38. **"Off-site Directional Sign"** means any sign that provides direction to retail, community, and cultural events not available on the property upon which the sign is located.

The term "Off-site Directional Sign" does not include Garage Sale Signs, Joint Use Signs, Official City or City-sponsored signs, Off-site Directional Signs identifying regional shopping centers, Off-site Public Information Signs, Open House Directional Signs, and Temporary Tract Advertising Signs.

39. **"Off-site Public Information Sign"** means a sign that is placed proximate to a major city entry on privately owned property that is used to provide non-advertising information and/or identification symbols or plaques to the public for civic organizations, service clubs or other quasi-public uses and is erected within the public right-of-way.
40. **"Open House Directional Sign"** means a sign, no larger than six (6) square feet in sign area per side, used primarily for the purpose of directing traffic to a house being offered for sale or lease.
41. **"Other Advertising Structure"** means any device erected or used for the same purpose as a sign, whether erected, or used:
- a. Exclusively for advertising purposes, upon which any poster bill, printing, painting device, or other advertisement or identification of any kind whatsoever may be placed, posted, painted, fastened, or affixed.
 - b. Exclusively for advertising purposes and including any spectacle, display or advertising statuary.
42. **"Permanent Sign"** means every sign except temporary sign as defined herein.
43. **"Political Sign"** means a sign which is designated to influence the action of the voters, and election, or defeat of a candidate for the nomination, or election to any public office, or a measure appearing on the ballot at any national, state, district, or local election.
44. **"Portable"** means an object that is capable of being borne or carried, easily transported, or conveyed without difficulty.
45. **"Portable Sign"** means and includes a sign that is portable and capable of being borne, or carried, easily transported, or conveyed without difficulty, is capable of standing without support or attachment, is unattached to any structure, and is used for advertising purposes.
46. **"Projection"** means the distance by which a sign extends over public property or beyond the building line.
47. **"Projecting Sign"** means a sign other than a wall sign which projects from, and is supported by a wall of a building or structure.
48. **"Public Information Sign"** means a sign erected for the sole purpose of displaying advertising for community activities and/or identification symbols or plaques for civic organizations or service clubs.
49. **"Public Street Frontage"** means a publicly owned street immediately adjacent to the parcel, for purposes of sign area and height calculations. Public streets for which the parcel does not have access rights are not included for purposes of any sign calculations.
50. **Raceway.** See "exposed raceway."
51. **"Regional Shopping Center"** means any commercial development on one (1) or more parcels of land which are contiguous, or across from a right-of-way which contains a gross land area of at least thirty (30) acres or a gross building area of at least 200,000 square feet. Current regional shopping centers are McCarthy Ranch Marketplace, the Town Center shopping center, and the Great Mall and its out-parcels zoned General Commercial.

52. **"Roof Sign"** means a sign erected upon or above a roof or a part of a parapet of a building or structure.
53. **"Scoreboard Sign"** means a sign located on scoreboard structures located in an adult or youth outdoor playing field on public property and shall be for products or businesses available to persons of all ages.
54. **"Shopping Center"** means any commercial development containing five (5) or more stores or businesses on one (1) or more parcels of land operating as an integrated use and having a gross parcel area of five (5) or more acres.
55. **"Shopping Center Identification Sign"** means a sign located on the site of a shopping center or regional shopping center that states the name of the shopping center or regional shopping center.
56. **"Sign"** means every announcement, declaration, demonstration, display, illustration insignia, surface, or space when erected or maintained out of doors in view of the general public for identification, advertisement or promotion of the interests of any person.
57. **"Sign Area"** means the area of a sign to be calculated that includes all lettering, wording, and accompanying designs or symbols, together with any background of a different material or color than the remainder of the wall of the building to which is affixed or upon which it is painted. In the case of a freestanding sign, the supports or uprights on which any sign is supported should not be included in determining the sign area unless such supports or uprights are designed in a manner as to form an integral background of the sign.

Where the sign consists of individual letters or symbols, the area shall be considered to be that of the smallest rectangle, circle, square, or triangle which can be drawn to encompass all of the letters. Provided however, that where such individual type letters or symbols are separated more than thirty-six (36) inches from each other, those letters or symbols shall be calculated separately.

If the sign has more than one (1) advertising surface, the sum of all the areas of all such surfaces shall be the area of the advertising surface of such sign except that, if two (2) surfaces on the same face in opposite directions (i.e., the relative angles between the directions they face is one hundred eighty (180) degrees) and the distance between such two (2) surfaces is not more than twenty-four (24) inches, then the area of only one of the two surfaces (the largest if they are not equal) shall be included in the computation.

58. **"Sign Program"** means a specific set of design standards established for the purpose of unifying a variety of signs associated with a multitenant or multiuse project, building or complex of buildings.
59. **"Sign Surface"** means the surface of the sign upon, against or through which the message is displayed or illustrated.
60. **"Snipe sign"** means temporary or portable signs advertising events that are fastened to fences, trees, utility poles, or other structures or fixtures and also including signs on sticks stuck in the ground and usually found off-site. These do not include real estate, political or open house signs.
61. **"Statuary Sign"** means statuary used for advertising purposes or representing the logo of a business.
62. **"Temporary Sign"** means any sign, banner, flag, valance, pennant, streamer, whirligig or advertising display, constructed of cloth, canvas, fabric, cardboard, plywood or other light material with or without a frame, whether attached or portable, and designed or intended to be displayed for a short period of time.
63. **"Temporary Promotional Sign"** means any temporary Balloon Signs, banners, and similar advertising devices when used only for special promotional events.

64. **"Temporary Tract Advertising Sign"** means a uniformly designed sign which advertises a residential development.
65. **"Vehicle-Mounted Sign"** means a sign, used for the purpose of advertising, larger than three (3) feet by three (3) feet mounted on, attached to or capable of being borne or carried, easily transported or conveyed without difficulty by a vehicle, where that vehicle is parked on public or private property. This definition does not include signs on delivery vehicles in the act of making a delivery or signs on vehicles parked on residential driveways or public streets.
66. **"Wall Sign"** means any sign painted on, attached to or erected against the wall of a building or structure.
67. **"Window Sign"** means any sign painted, attached, glued or otherwise affixed to the interior or exterior surfaces of a window or suspended or located within three (3) feet of the window for the primary purpose of being visible from the exterior of the building.

"Single Household Unit" means the functional equivalent of a traditional family, whose members are a non-transient interactive group of persons jointly occupying a single dwelling unit, including the joint use of common areas which are not compartmentalized, such locked cabinets or doors. A single housekeeping unit shall be limited to one (1) kitchen and shall have permanent internal access to all rooms within the dwelling unit, except as provided for Accessory Dwelling Units.

"Single Room Occupancy (SRO) Residence" means a multi-tenant building consisting of single room dwelling units that are the primary residence of its occupants, containing either individual or shared kitchen and bathroom facilities. These units are small (generally less than 350 square feet), and provide a valuable source of affordable housing for individuals and can serve as an entry point into the housing market for formerly homeless people.

Slope. Same as "Natural Land Slope."

"Specific plan" means a detailed plan for the development of a specific area. Specific plans are a significant tool to implement the General Plan. A specific plan documents the proposed distribution, location, extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, parks and other essential facilities proposed to be located within or needed to support the land uses described in the plan, as well as implementation and financing methods and added benefits to the City as a whole.

Stable, Private. "Private stable" means a detached accessory building for the keeping of horses owned by the occupants of the premises and not kept for remuneration, hire or sale.

Stable, Public. "Public stable" means a stable other than a private stable.

"Story" means that portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between such floor and ceiling next above it.

Story, Half. "Half story" means a story under a gable, hip or gambrel roof, the wall plates on which on at least two (2) opposite exterior walls are not more than four (4) feet above the floor of such story.

"Street" means a permanently reserved thoroughfare which affords principal means of access to abutting property.

"Structure" means anything constructed or erected, which requires location on the ground or is attached to something having a location on the ground.

"Supportive Housing" means housing with no limit on length of stay, that is occupied by the target population as defined in Section 11302 of Title 42 of the United States Code, as may be amended, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community as defined in the California Health and Safety Code Section 50801(e), as may be amended.

T

"Thrift Store" means any profit or nonprofit business, organization, group or otherwise that engages in or specializes in the sale or resale of previously owned or used goods and merchandise from an area greater than 25 percent of the total floor area devoted to retail sales and whose goods and merchandise are donated or primarily donated. A specialty retail store that sells used goods or merchandise not donated for sale, including but not limited to used record stores, used book stores, used furniture stores, and sports trading card stores, shall not be considered a thrift store for the purpose of this Chapter.

"Townhouses" means dwelling units that are attached at their sides in groups of three or more and are sited on individual lots with vehicular access from driveways. Private rear yards or patios and common open space may be part of a townhouse development.

Trailer, Automobile. "Automobile trailer" means a vehicle without motive power designed to be drawn by a motor vehicle and to be used for human habitation or for carrying persons and property, including a trailer coach or house trailer.

"Transitional Housing" means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months as defined in the California Health and Safety Code Section 50801(e), as may be amended.

"Tri-laminate Asphalt Composition" means an asphalt composition roof material that is comprised of three layers of tile adhered together to create one shingle and when installed overlap with another row of three-layered tile for a total minimum thickness of $\frac{7}{8}$ inches.

"Tutoring Centers" means facilities offering academic instruction to individuals or groups in a classroom setting.

"Two-unit Project" means the development of two primary dwelling units or, if there is already a primary dwelling unit on the lot, the development of a second primary dwelling unit on a legally subdivided lot.

U

"Unreasonable Period of Time" means not less than thirty (30) calendar days following notification by the City to the owner/occupant pursuant to this Chapter that the property is in violation of this Chapter. The City Manager, upon a finding that the violation in question constitutes a threat to the health and safety of any person may designate a time period of thirty (30) calendar days or less upon notice to the owner/occupant to abate the nuisance. Prior notice shall not be required for summary abatement pursuant to this Chapter.

"Urban Lot Split" means the subdivision of an existing, legally subdivided lot into two lots.

"Usable Open Space" means any open space, the smallest dimension of which is at least six (6) feet and which is not used as storage or for movement of motor vehicles. Yards abutting a public street, which are not adequately screened for privacy, in the opinion of the Planning Commission, shall not qualify as usable open space.

"Use" means the purpose for which land or a building is arranged, designed or intended, or for which either land or building is or may be occupied or maintained.

V

"Video Sales and Rental Store" means any place of business which includes the sale or rental of prerecorded video tapes, laser discs, compact discs, or any other medium which projects pictures on a screen.

W

"Warehousing and Distribution" means a facility, primarily within an enclosed building, for the storage of commercial or industrial goods, products and materials and the associated on-site sorting, packing, staging,

shipping, receiving, and distributing of goods to wholesale and retail outlets, including ancillary truck parking and dispatching. Also includes long-term, passive storage of furniture, household goods, or other commercial goods; and of industrial equipment, products, and materials. Warehousing and distribution facilities may include, but are not limited to, wholesale distribution, distribution centers, moving and transfer storage, cross-dock facilities, package handling centers, order fulfillment centers, and logistics centers. Excludes storage of raw materials and/or finished products as part of an active primary use such as General Manufacturing, Advanced Manufacturing, or Research and Development. Excludes Parcel Hubs.

Wireless Communications Facilities Definitions. For the purposes of wireless communications facilities, the following definitions shall apply:

1. **"Commercial Wireless Communication Facility"** means a wireless communication facility operated by a for-profit business or for-profit purposes. See by contrast, "Noncommercial wireless communication facility."
2. **"Noncommercial Wireless Communication Facility"** means a wireless communication facility operated by a government agency, a nonprofit organization, a for-profit business for nonprofit purposes or a private citizen for personal use. It includes all amateur radio facilities. See by contrast, "Commercial wireless communication facility."
3. **"Stealth Wireless Communications Facility"** means any antenna designed to be architecturally integrated into a building that is architecturally consistent with the building design. Examples include a steeple, cupola or tower element on a building and do not include flag poles, monopoles or other structures designed to house antenna and resemble natural features.
4. **"Wireless Communication Facility"** means the equipment and associated structures needed to transmit and/or receive electromagnetic signals. A wireless communication facility typically includes antennas, supporting structures (including, but not limited to, monopoles, utility structures, buildings and accessory structures), enclosures and/or cabinets housing associated equipment, cable, access roads and other accessory development.

"Wholesale Sales" means the selling and/or distributing of merchandise to retailers; industrial, commercial, or institutional buyers; or other wholesalers; or acting as agents or brokers in the buying and selling of merchandise to or for such entities.

Y

"Yard" means an open space, other than a court, on a lot, unoccupied and unobstructed, except by eaves, from the ground upward, except as otherwise provided in this Chapter. Where applicable, yards shall be measured perpendicularly from the property line to the face of the nearest exterior wall of any main building, except as otherwise provided in this Chapter (See Subsection XI-10-55.04-11). Setback shall be synonymous with yard.

Yard, Front. "Front yard" means a yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel thereto on the lot.

Yard, Rear. "Rear yard" means a yard extending across the full width of the lot between the most rear main building and the rear lot line; the depth of the required rear yard shall be measured horizontally from the nearest point of the rear lot line toward the nearest exterior wall of the main building.

Yard, Side. "Side yard" means a yard between the main building and the side lot line extending from the front yard, or front lot line where no front yard is required, to the rear yard; the width of the required side yard shall be measured horizontally from the nearest point of the side lot line toward the nearest exterior wall of the main building.

Z

Zone. See "district."

SECTION 5. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 3

Title XI, Chapter 10, Section 3 (Zoning Districts) of the Milpitas Municipal Code is hereby amended to read as follows:

Section 3 - Zoning Districts

XI-10-3.01 Districts

In order to carry out the purpose and provisions of this Chapter, the City is hereby divided into districts known as:

Full Name	Short Name
"R1" Single-Family District	"R1" District
"R2" One and Two-Family District	"R2" District
"R3" Multiple-Family District	"R3" District
"R3-Metro" Metro Multi-Family High Density Residential District	"R3-Metro" District
"R4" Multiple Family Very High Density District	"R4" District
"R4-Metro" Metro Multi-Family Very High Density Residential District	"R4-Metro" District
"R5" Urban Residential District	"R5" District
"R5-Metro" Metro Urban Residential District	"R5-Metro" District
"AR" Agricultural Residence District	"AR" District
"CO" Administrative and Professional Office District	"CO" District
"C1" Neighborhood Commercial District	"C1" District
"C2" General Commercial District	"C2" District
"HS" Highway Service District	"HS" District
"TC" Town Center District	"TC" District
"MXD" Mixed Use District	"MXD" District
"MXD2" High Density Mixed Use District	"MXD2" District
"MXD2-Metro" Metro High Density Mixed Use District	"MXD2-Metro" District
"MXD3" Very High Density Mixed Use District	"MXD3" District
"MXD3-Metro" Metro Very High Density Mixed Use District	"MXD3-Metro" District
"M1" Light Industrial District	"M1" District
"M2" Heavy Industrial District	"M2" District
"MP" Industrial Park District	"MP" District
"BPRD" Business Park Research and Development District	"BPRD" District
"BPRD-Metro" Metro Business Park Research and Development District	"BPRD-Metro" District
"BPRD-R-Metro" Metro Business Park Research and Development, Limited Residential District	"BPRD-R-Metro" District
"A" Agricultural District	"A" District
"I" Institutional District	"I" District
"POS" Park and Open Space District	"POS" District

"PD" Planned Development District	"PD" District
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XI-10-3.02 Combining Regulations

In addition to the foregoing district certain combining regulations are established as set forth in this Chapter, said combining regulations being as follows:

Full Name	Short Name
"HR" High Rise Overlay District	"HR" District
"H" Hillside Combining District	"H" District
"MHP" Mobile Home Park Overlay District	"MHP" District
"OO" Gateway Office Overlay District	"OO" District
"RE" Recreation & Entertainment Overlay District	"RE" District
"S" Site and Architectural Overlay District	"S" District
"TOD" Transit Oriented Development Overlay District	"TOD" District
"FC" Freeway Corridor Overlay District	"FC" District

XI-10-3.03 Zoning Map

The districts aforesaid and the boundaries of such districts are shown upon the map attached hereto and made a part of this Chapter, being designated as the "Zoning Map of the City of Milpitas," together with "Sectional District Map of the City of Milpitas" supplementary thereto, consisting of an "Index Map" to sectional district maps numbered consecutively, and said map and all notations, references and other information shown thereon shall be as much a part of this Chapter as if the matters and information set forth by said map were all fully described herein.

XI-10-3.04 Letter Designation Includes All Aspects of the Zone

Whenever the terms "R" District, "C" District or "M" District are used herein, they shall be deemed to refer to all districts containing the same letter in their names; for example, the term "C" District shall include the "C1" and "C2" District.

XI-10-3.05 Most Restrictive and Least Restrictive Zones

The "R1" District is the most restrictive and the "M2" District is the least restricted.

XI-10-3.06 Reference to General Provisions and Exceptions

For "General Provisions" and "Exceptions" pertaining to the following district regulations, see Sections 54 and 55 inclusive.

SECTION 6. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 7

Title XI, Chapter 10, Section 7 (Industrial Zones and Standards) of the Milpitas Municipal Code is hereby amended to read as follows:

Section 7 - Industrial Zones and Standards

XI-10-7.01 Purpose and Intent

- A. Light Industrial (M1) Zone. The M1 Light Industrial District is reserved for the construction, use and occupancy of buildings and facilities for office, research, limited and light manufacturing, and other uses compatible with the district.
- B. Heavy Industrial (M2) Zone. The M2 Heavy Industrial District is reserved for the construction, use, and occupancy of buildings and facilities for office, research, general manufacturing, warehousing and distribution and other uses compatible with the district.
- C. Industrial Park (MP) Zone. The MP District is intended to accommodate, in a park-like setting, a limited group of research, professional, packaging and distribution facilities and uses which may have unusual requirements for space, light, and air, and the operation of which are clean and quiet and which meet the standards set herein.
- D. Business Park Research and Development (BPRD) Zone. The purpose of the BPRD District is to designate specific areas of the city as important employment centers, especially for jobs in the high-tech industry. The BPRD zone is intended to accommodate business parks, high-intensity office buildings, advanced manufacturing, and other light industrial uses, and to enable the integration and growth of research and development, office, warehouse, and light manufacturing uses on consolidated sites with supportive ancillary uses such as restaurants, health/fitness centers, limited retail, and child care facilities.

XI-10-7.02 Industrial Use Regulations

A. Permitted and Conditionally Permitted Uses.

- 1. Primary uses. The uses identified in Table XI-10-7.02-1, Industrial Zone Uses, shall be the primary uses allowed to occur on a property. All uses except for those noted shall be conducted within enclosed structures. The primary uses identified in Table XI-10-7.02-1 shall be permitted or conditionally permitted, as indicated:

P	Where the symbol "P" appears, the use shall be permitted.
MCS	Where the symbol "MCS" appears the use shall be permitted subject to the issuance of a Minor Conditional Use Permit by staff, in accordance with Subsection XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.
C	Where the symbol "C" appears, the use shall be permitted subject to the issuance of a Conditional Use Permit, in accordance with Subsection XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.
MC	Where the symbol "MC" appears, the use shall be permitted subject to the issuance of a Minor Conditional Use Permit by the Zoning Administrator, in accordance with Subsection XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.
O	Where the symbol "O" appears, the use is subject to an alternative review process described in a subsequent footnote.

2. In the BPRD zone, all uses and activities must take place within an enclosed building.
 3. Accessory Uses. The following accessory uses are allowed when incidental to the primary use:
 - a. In M1 and MP zones, incidental services, such as restaurants and recreation facilities for employee use only and when conducted in and entered from within the building or campus.
 - b. Cafeterias may be permitted when ancillary to a primary use and associated with business or industrial uses.
 - c. Banquet halls may be permitted with a Conditional Use Permit, in accordance with Section XI-10-57.04, when ancillary to convention centers, hotels or motels.
 - d. In the BPRD, business support services, convenience retail, commercial athletic facilities, child care centers, and restaurants with or without on-site service of alcohol.
- B. Prohibited Uses. The following uses are prohibited:
1. Uses where the symbol "NP" appears within Table XI-10-7.02-1.
 2. Uses that have been excluded from Table XI-10-7.02-1, unless they are found by the City to be similar to permitted or conditionally permitted uses in accordance with C below.
- C. Other Uses. Any other uses may be considered by the Planning Commission that are similar in accordance with the procedure prescribed in Subsection 10-54.02, Other Uses Permitted by Commission, of this Chapter.

**Table XI-10-7.02-1
Industrial Zone Uses**

Use	M1	M2	MP	BPRD
1. Commercial Uses				
Alcoholic beverage sales	NP	NP	NP	C ¹
Adult businesses ²	P	NP	NP	NP
Business support services	P	NP	P	MCS ¹
Convenience store	C	NP	C	NP
Furniture repair and reupholstery	P	NP	NP	NP
Grocery store	NP	NP	NP	NP
Personal services	C	NP	C	C
Printing (newspaper, blueprint, publishing)	P	NP	C	MC
Repair and cleaning, small items	P	NP	NP	NP
Retail, limited	C	NP	C	MCS ¹
Retail stores, general merchandise	C	NP	C	NP
2. Entertainment and Recreation Uses				
Billiards	C	NP	C	NP
Commercial athletic facilities	C	NP	C	MCS ^{1, 3}
3. Health and Veterinarian Uses				
Hospitals	NP	NP	C	NP

Kennel	P	NP	NP	NP
Medical support laboratories	P	NP	P	MC
Medical and dental offices and clinics	P	NP	P	MC
Veterinarian hospital	P	NP	P	NP
4. Industrial Uses				
Use	M1	M2	MP	BPRD
Advanced manufacturing	P	P	P	P
Assembly from pre-processed materials ⁴	P	P	P	P
Auto assembly facility	NP	P	NP	MCS ⁵ /N P
Bottling facility	P	P	NP	NP
Building material sales (equipment rental) ⁶	NP	C	NP	NP
Commercial fueling facility	C	C	NP	NP
Commercial laboratory	P	P	P	P
Contractor's shop ⁶	NP	P	NP	C
Custom and artisan manufacturing	P	MCS	P	MCS
Data centers	P	NP	P	P
Dry-cleaning plant	P	P	NP	NP
Film processing, photo finishing and printing, etching, lithography, printmaking, and other similar creative industries	P	MCS	P	MCS
Freight and trucking yard ⁶	NP	P	NP	NP
Mini-storage or self storage	C	C	NP	NP
Parcel hub	P	MCS	P	C
Plumbing, metalworking, glassworking or woodworking	P	P	NP	C
Plant or facility (assembly of goods, manufacturing, packaging, processing, repairing, etc. or materials, merchandise or products)	P	P	P	MC
Pottery or tile manufacturing	P	P	NP	C
Recycling processing facility	C	C	NP	NP
Research and development	P	MCS	P	P
Soils and materials testing laboratories	P	P	P	P
Warehousing and distribution	P	P	P	P/C ⁷
Wholesale sales	P	P	P	P
5. Lodging Uses				
Hotels/motels	C	NP	C	NP
6. Professional Office Uses				
Offices, business and professional	P	NP	P	P
Financial institutions (banks, savings and loans, etc.)	C	NP	P	NP
7. Public, Quasi-Public and Assembly Uses				

Auditorium ⁸	NP	NP	C	NP
Child care center	NP	NP	C ¹	MCS ¹
Conference center ⁸	NP	NP	C	MCS
College and university, public or private ⁹	NP	NP	NP	C
Vocational school	C	NP	C	C
Farmer's market ¹⁰	NP	NP	C	MC
Use	M1	M2	MP	BPRD
Public utilities ¹¹	P	P	P	NP
Transportation facility (taxi, parcel service, armored car, etc.) ⁶	NP	P	NP	NP
Temporary Public Safety Uses ¹²	C	C	C	NP
Places of assembly ¹³	C	NP	C	NP
8. Residential Uses				
Caretaker's residence	C	C	NP	NP
9. Restaurants or Food Service Uses				
Catering establishment	P	NP	P	MC
Restaurants				
With on-site service of alcohol	C	NP	C	C ¹
Without on-site service of alcohol	C	NP	C	MCS ¹
With live entertainment/dancing	NP	NP	NP	NP
Drive-in or drive-thru	C	NP	C	NP
Mobile Food Vending (individual vehicle) ¹⁴	P	P	P	P
Mobile Food Park	NP	NP	NP	NP
Commissary	P	NP	P	MC
10. Vehicle Related Uses				
Auto junk yard ⁶	NP	C	NP	NP
Auto repair (tire, oil change, smog check, etc.) ¹⁵	C	P	C ¹⁶	NP
Mobile Fueling ¹⁷	P/C	P/C	P/C	P/C
Service stations (with or without repair or retail) ¹⁵	C	C	C	NP
With car wash	NP	C	C	NP
Vehicle sales and rental (auto, RV and truck-new and used in operable condition) ¹⁸	C	C	C ¹⁶	NP
Auto broker (wholesale, no vehicles on site) ¹³	MCS	MCS	MCS	NP

Notes:

¹ Limited to accessory uses that support primary employment-generating uses on the same site. Accessory commercial uses such as restaurants and convenience retail shall be located on the ground floor and in an area of the development where they can be directly accessed by the public.

² In accordance with the Title III, Chapter 4, Adult Business Ordinance and Subsection XI-10-13.04, Adult Businesses, of this Chapter.

³ Maximum 8,000 gross square feet in size.

- ⁴ Assembling, packaging, or distribution from previously prepared materials, such as cloth, plastic, paper, leather, precious or semi-precious metals or stones, electric or electronic instruments and devices such as television, radios, and pharmaceutical products.
- ⁵ Consistent with the intent and purpose of the BPRD Zone to support emerging industries within the high-tech sector, manufacturing and assembling of electric vehicles and other zero-emission vehicles, and/or component parts for such vehicles, may be permitted in this zone through approval of a Minor Conditional Use Permit in accordance with Subsection 57.04 of this Chapter. Manufacturing and assembling of conventional and hybrid vehicles with internal combustion engines, as a higher-intensity industrial use, is not permitted in the BPRD Zone.
- ⁶ When conducted wholly within a completely enclosed building or within an area enclosed on all sides with a solid wall or fence (e.g., chain link with slats) not less than eight feet in height.
- ⁷ Warehousing and distribution facilities up to 200,000 square feet are permitted in the BPRD Zone. Warehousing and distribution facilities that exceed 200,000 square feet may be allowed through the approval of a Conditional Use Permit, in accordance with Subsection 57.04 of this Chapter. In addition to the general required findings for a Conditional Use Permit, the following special finding must be made for approval to be granted for a warehousing and distribution facility greater than 200,000 square feet: That the proposed use will support the continued operations and/or growth of business in the high-tech sector, contributing to economic activity and employment opportunities in the Business Park Research and Development Zone.
- ⁸ Shall be ancillary to the primary use or associated with business or industrial uses.
- ⁹ State has authority over permitting process regarding public facilities.
- ¹⁰ Refer to Subsection XI-10-13.10, Farmers Markets, of this Chapter.
- ¹¹ Includes service facilities, electric transmission and distribution substations and public utility service centers.
- ¹² See Subsection XI-10-13.11(I), Temporary Public Safety Uses.
- ¹³ See Subsection XI-10-7.04(A)(1), Industrial Zone Special Development and Performance Standards.
- ¹⁴ Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.
- ¹⁵ Entrances to the services bays shall not be open to the street, but shall be so designed to face the rear or interior side property line.
- ¹⁶ Within MP zones, rental and repair may be considered only when ancillary to new auto dealerships.
- ¹⁷ Mobile fueling is permitted when fueling service is ordered by an individual vehicle owner and the amount of fuel dispensed as part of any individual order does not exceed 50 gallons. Mobile fueling for fleet vehicles may be permitted subject to approval of a Conditional Use Permit. Refer also to the California Fire Code as amended by the City of Milpitas Municipal Code, Title V, Chapter 300.
- ¹⁸ Within MP zones, boat and camper sales are prohibited. Dealerships shall be on property at least three acres or greater in area.

XI-10.7.03 Industrial Zone General Development Standards

- A. The following minimum or maximum requirements shall be observed.

**Table XI-10-7.03-1
Industrial Zone Development Standards**

Standard	M1	M2	MP	BPRD
Lot Area, minimum	None	None	Individual sites shall be of such size to that all space requirements in this table are satisfied.	25,000 sq. ft.

Standard	M1	M2	MP	BPRD
Lot Width, minimum	None	None	100 ft.	100 ft.
Front Yard Setback, minimum	Along major street: 35 ft. from face of curb. Along non-major street: 25 ft. from face of curb.	Along major street: 35 ft. from face of curb. Along non-major street: 25 ft. from face of curb.	35 ft.	10 ft.
Side Yard Setback (interior), minimum	None	None	10 ft.	None; 20 ft where abutting an R zone
Street Side Yard Setback, minimum	Same as front yard setback	Same as front yard setback	Same as front yard setback	Same as front yard setback
Rear Yard Setback, minimum	None	None	20 ft.	None; 20 ft where abutting an R zone
Building Height, maximum	None. However, prior to construction of any structure that exceeds three (3) stories or thirty-five (35) feet in height, the Planning Commission must make the following finding: That any such excess height will not be detrimental to the light, air or privacy of any other structure or use currently existing or anticipated.			80 ft/5 stories
Parking Setback from street-facing property line, minimum	None	None	None	Surface parking: 25 ft Truck or bus parking: 40 ft
Parking	Refer to Section 53, Off Street Parking, of this Chapter.			
Floor Area Ratio	0.40 Maximum	0.40 Maximum	0.50 Maximum	Minimum 0.35 Maximum 2.5
Landscaping	Refer to Subsection 7.03(B)			

- B. Areas of Lot Required to be Landscaped. Landscaped areas shall mean any area planted with plant material (trees, shrubs, ground cover, etc.). Landscape areas shall be exclusive of parking and vehicular traffic area (direct driveways excepted) and this shall be shown on the site plan in detail for Planning Commission approval.

The following areas shall be landscaped:

1. Required front yard area.
2. Required street side yard area.

This may be adjusted, by the Planning Commission, if it is found that adequate landscaping adjacent to the building(s) is provided to compensate for a reduction.

- C. Fences, Hedges and Walls. All planting, fencing and walls for new development, including but not restricted to fences and walls along rear and interior side property lines shall be approved by the Planning Commission. Modifications regarding landscaping, fencing and walls at existing developed sites shall be subject to the provisions of Subsection 54.10, Fences and Walls, of this Chapter.
- D. Utilities. All wires, pipes, cables and utility connections shall be placed in underground or subsurface conduits. All above ground transformers and vaults for new development shall be adequately screened to the approval of the Planning Commission. Modifications regarding subsurface conduits or above ground transformers and vaults at existing developed sites shall be subject to the provisions of Subsection 54.16, Trash Enclosures, Equipment and their Screening, of this Chapter.
- E. Areas for Collecting and Loading Recyclable Materials. There shall be provided areas for collecting and loading recyclable materials in accordance with the requirements of Subsection 54.12, Areas for collecting and loading recyclable materials, of this Chapter.
- F. Legal Nonconforming projects. Existing developments lawful at the time of installation or improvements which have been approved and a building permit issued prior to June 17, 1982, and installed in conformance with said approval and permit are considered legal nonconforming projects.

XI-10-7.04 Industrial Zone Special Development and Performance Standards

- A. Performance Standards. For uses requiring approval of a Minor Conditional Use Permit by staff, in accordance with Section XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter, the following performance standards shall be met.
 - 1. Auto Brokers. Auto Brokers may be permitted by right if the following standards are met:
 - a. Local Sales and Use Tax. In order to assist the City of Milpitas in its efforts to receive direct distribution of the local tax on materials associated with the project, the California Sales and Use Tax (the "Local Tax") shall be allocated to the project site, to the extent reasonably possible. Evidence of tax allocation or cause as to why such allocation cannot be made shall be submitted at the time of business license submittal.
- B. Special Development Standards in All Industrial Zones.
 - 1. Abutting any R District. Where any Industrial District abuts any R District, there shall be provided 100 feet between any building on an industrially zoned parcel and the nearest property line of any R District. Applicants are advised that mitigating improvements may be needed to eliminate any adverse impacts from the residences and that additional requirements may be imposed on the developer to remedy the situation.
 - 2. Outdoor Storage. Outdoor storage for such things as trash and materials shall be permitted only when said storage areas are suitably screened with a solid wall or tight board fence and are located at least 100 feet from any R District and not within any required front or street side yard. Said location and screening of outdoor storage areas shall be to the approval

of the Planning Commission. Modifications regarding outdoor storage at existing developed sites shall be subject to the provisions of Subsection 54.16, Trash Enclosures, Equipment and their Screening, of this Chapter.

3. Places of Assembly. Places of Assembly are prohibited in the Heavy Industrial (M2) Zone and Business Park Research and Development (BPRD) Zone. When any place of assembly use is established in an M1 or MP zone after the effective date of this Ordinance, such use shall be subject to the following requirements:
 - a. Applicant shall submit a review of potential hazardous site conditions and potential exposure of site users to these conditions. At a minimum, a Phase I Environmental Site Assessment (ESA) shall be performed for each proposed assembly use within the City's Light Industrial (M1), and Industrial Park (MP) zoning districts. Each individual project shall comply with the recommendations of the Phase I Environmental Site Assessment (which may include conducting Phase II sampling and implementing the recommendations of the Phase II ESA that may include cleanup of hazardous materials) and demonstrate that exposure of site users to hazardous materials conditions would be below established thresholds prior to approval of the Conditional Use Permit. In addition, an Accidental Release Assessment (ARA) shall be performed for each proposed assembly use within the City's Light Industrial (M1) and Industrial Park (MP) zoning districts to determine if unacceptable safety risks may result from the proposed change in use. The ARA shall review and evaluate any and all Risk Management Plans prepared for facilities in the vicinity under the California Accidental Release Prevention (CalARP) program. The environmental professional preparing the ARA shall determine, based on Alternative Release Scenarios, whether the proposed new assembly use would result in unacceptable safety risks due to proximity of uses handling or emitting acutely hazardous materials. If unacceptable risks are identified, the proposed use shall not be allowed.
 - b. Applicant shall submit a further noise study. The noise study shall demonstrate that ambient noise conditions within the vicinity of the proposed assembly use do not exceed the City's "normally acceptable" Noise Compatibility Standard of 70 dBA Ldn. In the event that existing conditions exceed the "normally acceptable" standard the proposed assembly use may be required to install noise insulating materials to achieve the interior noise standard. Also as a condition of approval, proposed assembly uses shall be required to sign a disclosure of acknowledgment that they agree to operate within an existing industrial area and may be subject to noise levels that exceed the City of Milpitas's Noise Compatibility Standards for noise-sensitive uses.
 - c. No assembly use shall install or otherwise use exterior public address systems or other noise generating equipment that exceeds the 70 dBA noise standard.
 - d. No new structure shall be construed within the M1 or MP zoning district for use as a place of assembly and no more than 50% of the square footage of any existing structure within the M1 or MP zoning district shall be converted to use as a place of assembly.
 - e. No exterior modifications to any existing structure within the M1 or MP zoning district shall be permitted if such modifications would materially alter the structure's appearance or future use as an industrial building.

C. Special Development Standards in the MP and BPRD zones.

1. Uses in the MP and BPRD zones shall:
 - a. Emit no obnoxious, toxic or corrosive fumes or gases.
 - b. Emit no odors perceptible at the property line.
 - c. Emit no smoke. This does not preclude the use of backup or emergency generators.
 - d. Discharge into the air no dust or other particular matter created by any industrial operations or emanating from any products stored prior or subsequent to processing.
 - e. Produce no heat or glare perceptible beyond the lot boundaries.
 - f. Utilize all lighting in a manner which produces no glare on public streets or on any other parcel.
 - g. Produce no physical vibrations perceptible at or beyond the lot boundaries.
 - h. Produce no electromagnetic radiation or radioactive emission injurious to human beings, animals or vegetation, except under controlled operations being conducted observing standards or methods or operation established by the Nuclear Regulatory Commission. Electromagnetic radiation or radioactive emissions shall not be of an intensity that interferes with the use of any other property.
 - i. Do not engage in the production or storage of any material designed for use as an explosive, or in the use of such material in production.
 - j. Indicate that all industrial uses shall use only gas, electricity, or preheated oil as a fuel; provided, however, that oil-burning equipment may be installed for stand-by emergency use only.

XI-10-7.05 Special Design Standards for the BPRD Zone

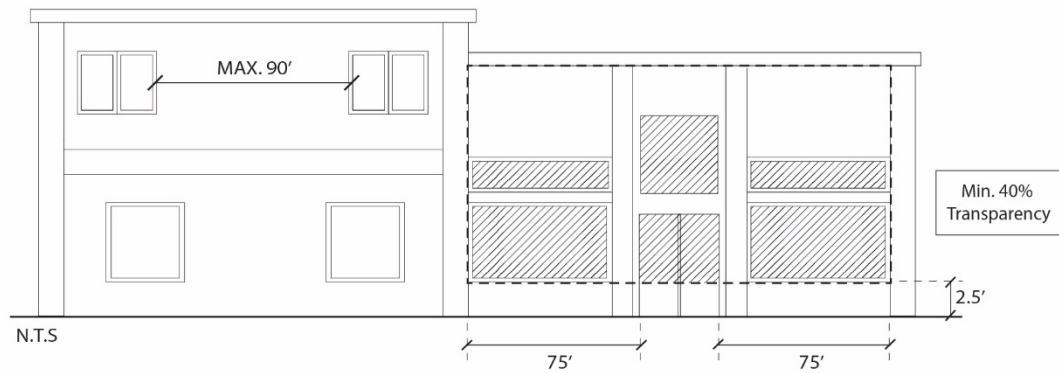
A. Building Entrances.

1. At least one building entrance must be provided along the primary street frontage.
2. The primary building entrance must incorporate a projection, recess, or combination of projection and recess at least 40 square feet in area and with a minimum depth of five feet.

B. Façade Design and Articulation.

1. Facades within 20 feet of a front or street side property line shall include windows, doors, other openings, or glazed areas for at least 40 percent of the building wall area located between 2.5 feet above the level of the sidewalk and the underside of the roof structure for portions of the façade within 75 feet of the street-facing main entry.
2. No street-facing façade may run in a continuous plane for more than 90 feet without an opening.

Figure 7.05-1: Façade Design and Transparency

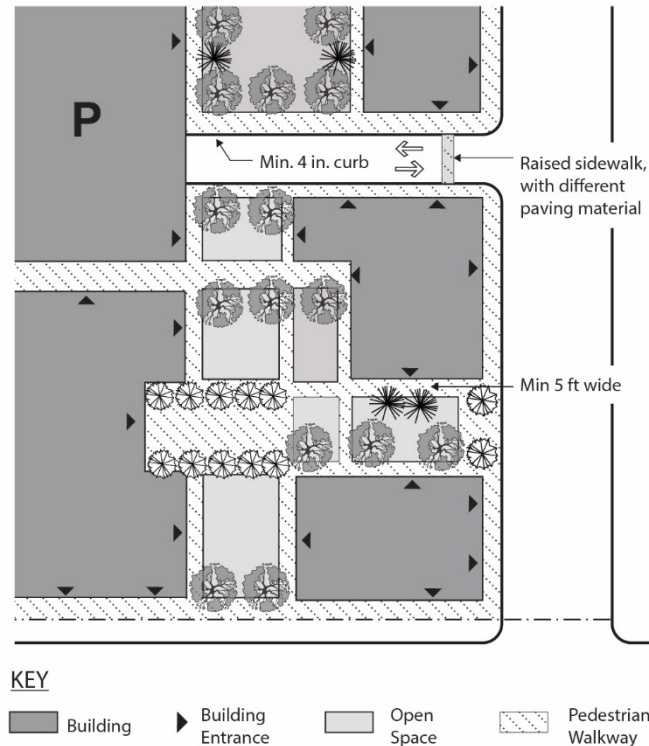


3. All building facades must incorporate window trim and/or window recesses, architectural features, changes in material, changes in texture, or similar design elements that add visual interest to the facade. This includes a varied palette of materials, textures, and colors that emphasize details and changes in plane.

C. Pedestrian and Bicycle Circulation.

1. A system of pedestrian walkways shall connect all primary building entrances on a site to each other, to on-site vehicle and bicycle parking areas, and to any on-site open space areas, pedestrian amenities, and transit stops. Walkways may be located within public utility easement areas provided they are publicly accessible.
2. Walkways between the primary building entrance and sidewalk shall be the shortest practical distance, generally no more than 125 percent of the straight-line distance.
3. Walkways shall be hard-surfaced and paved with materials that are visually distinct from vehicular access areas in terms of composition, texture, and/or color.
4. Where a required walkway crosses a driveway, parking area, or loading area, it must be clearly identifiable through a raised crosswalk, a different paving appearance, material, or similar method.
5. Where a required walkway is parallel and adjacent to a vehicle travel area, it must be raised or separated from the vehicle travel lane by a raised curb at least four inches high, bollards, or other physical barrier.

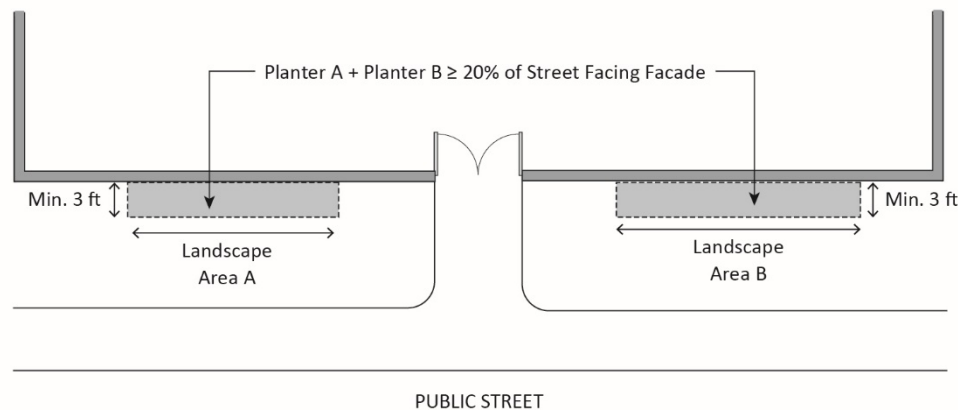
Figure 7.05-2: On-Site Circulation



- D. Site Design for Large Projects. Projects over 80,000 gross square feet must provide the following:
1. Landscaped areas and usable outdoor common open space [see Subsection XI-10-7.05(D)(2)] equal to a cumulative 10 percent of the site area that:
 - a. Provides gathering space or opportunities for active or passive recreation and benches or other seating.
 - b. Provides amenities that enhance the comfort, aesthetics, or usability of the space, including but not limited to trees and other landscaping, shade structures, drinking fountains, water features, or public art.
 - c. Is separated from on-site parking areas by a minimum of 6 feet.
 - d. May include on-site stormwater treatment areas and landscaped areas.
 2. A minimum of 400 square feet of outdoor eating facilities for the use of employees. Outdoor eating areas shall have a minimum dimension of 12 feet and shall include tables, seating and covering to provide protection from sun and weather conditions. Employee eating areas must be contiguous with required on-site public open space or provided in a separate area. This area may be included as part of the open space requirement.
 3. Stormwater detention facilities incorporated into the site landscaping. Refer also to Subsection VIII-5-3, Provisions for New and Rehabilitated Landscapes.
 4. A lighting, landscaping, and signage design concept for common areas. Refer also to Subsection XI-10-54.17 for general lighting standards and to Subsection XI-10-24 for general signs standards.

E. Landscaping.

1. The following areas shall be landscaped and may count toward the total area of site landscaping required by the zoning district standards.
 - a. Street-Facing Setbacks, as required in Section 10-7.03.B of this Chapter.
 - b. Interior Property Lines Abutting Residential Districts. A six-foot-wide landscape buffer yard planted with a mix of trees and shrubs shall be provided along interior property lines. At least one tree of at least 15-gallon size shall be planted per 20 linear feet or as appropriate based on canopy size at maturity to create a tree canopy over the buffer yard. In addition, at least three shrubs shall be planted per 20 lineal feet. At least 10 percent of the required trees shall be 24-inch box size.
 - c. Building Perimeters. The portions of a building that face a public street or parking areas shall have one or more landscape planters, each a minimum of four feet in depth,



installed along a minimum 20 percent of street-facing facades. This 20 percent may include landscape buffers located below windows and other transparent portions of the facade.

Figure 7.05-3: Landscape Planters

- d. **Parking Areas.** A minimum of 10 percent of any parking lot area shall be landscaped in the form of planted islands between rows of parking or between parking stalls. For the purpose of calculating required parking lot landscaping, parking lot areas are deemed to include parking and loading spaces as well as aisles, vehicle entry and exit areas, and any adjacent paved areas. Parking lot area does not include enclosed vehicle storage areas.
 - e. **Unused Areas.** All areas of a project site not intended for a specific use, including areas planned for future phases of a phased development, shall be landscaped or left in a natural state.
2. **Landscaping Materials.** In addition to the standards of Section VIII-5-3, Provisions for New and Rehabilitated Landscapes, the following landscape standards apply.
 - a. **General.** Landscaping must consist of a combination of groundcovers, shrubs, vines, and trees. Landscaping may also include incidental features including stepping stones, benches, fountains, sculptures, decorative stones, or other ornamental features, placed

within a landscaped setting. Landscaped areas may include paved or graveled surfaces, provided they do not cover more than 10 percent of the area required to be landscaped.

- b. Plant selection. Plants must be selected to control erosion and provide protection from wind and summer sun.
- c. Ground Cover Materials. Ground cover shall be of live plant material. Groundcover may include grasses. Non-plant materials including gravel, colored rock, cinder, bark, and similar materials shall not be used to meet the minimum planting area requirements required by this section, except with approval by the Zoning Administrator. Mulch must be confined to areas underneath shrubs and trees and is not a substitute for ground cover plants.
- d. Turf Allowance. The maximum amount of lawn in required landscape areas shall be 20 percent except for turf areas that comprise an essential component of a project (e.g., golf courses or playing fields), which are exempt from this limit. The installation of turf on slopes greater than 25 percent is prohibited.
- e. Size and Spacing. Plant materials shall be grouped in hydrozones in accordance with their respective water, cultural (soil, climate, sun and light) and maintenance needs. Plants shall be of adequate size and spacing at the time of installation to provide ample vegetation coverage. Minimum requirements include:
 - i. Ground Covers. Ground cover plants other than grasses must be at least the four-inch pot size. Areas planted in ground cover plants other than grass seed or sod must be planted at a rate of one per 24 inches on center or less.
 - ii. Shrubs. Shrubs shall be a minimum size of one gallon. When planted to serve as a hedge or screen, shrubs shall be planted with two to four feet of spacing, depending on the plant species.
 - iii. Trees. Tree canopies shall cover a minimum of 30 percent of the total required landscape area. Of the total number of trees provided on site, at least 20 percent shall be of the same species.
 - (a) A minimum of 15 percent of the trees planted shall be 24 inch-box or greater in size. All other trees shall be a minimum of 15 gallons in size with a one-inch diameter at breast height (dbh).
 - (b) Newly planted trees shall be supported with double stakes or guy wires and tree guards per International Society for Arboriculture and American National Standards Institute standards.
 - (c) Any trees planted along a sidewalk shall be 15 gallon trees no more than 30 feet apart on center.
 - (d) Any tree to be planted along a lot line or adjacent to a structure shall be no closer to said lot line or structure than one-half the diameter of the particular species' drip line at maturity, measured from the center of the tree. Any tree that cannot be planted in the ground shall be planted in a planter box at least twice the width and depth of the root ball plus one additional foot in container diameter for every four feet of mature tree height.

F. Parking and Loading.

1. Parking Location.

- a. Required parking spaces shall be located on the same lot as the use they serve.
- b. Parking areas shall be set back from adjacent buildings and streets as follows:
 - i. From Streets. Where parking is located between a building and street, a landscaped setback at least 10 feet wide must be provided between the parking area and adjacent right-of-way.
 - ii. From On-Site Buildings. Parking areas must be separated from the front and side exterior walls of on-site buildings by walkways at least five feet in width.
- c. On-site parking shall not be located within a required setback.

2. Parking Design.

- a. Access. Driveways shall not exceed 35 feet in width, except that driveways providing large truck access to truck bays shall not exceed 40 feet in width. All driveways must be located a minimum of 50 feet from the boundary of an abutting residential or open space zone.
- b. Screening. Parking and loading areas shall be screened from view from public streets and properties in abutting residential, mixed-use, or commercial zones, according to the following standards.
 - i. Height. Screening of parking lots from adjacent public streets shall be a minimum of three feet in height. Screening of parking lots along interior lot lines that abut residential or open space districts shall be a minimum of six feet in height.
 - ii. Design. Screening should generally be opaque, but may have some degree of transparency depending on method used (e.g., plant material), and must consist of one or any combination of the methods listed below:
 - (a) Walls. Low-profile walls consisting of brick, stone, stucco, or other quality durable material and including a decorative cap or top finish as well as edge detail at wall ends.
 - (b) Fences. An open fence of wood, wrought iron or similar high-quality, durable material combined with plant materials. This option does not include the use of chain-link or vinyl fencing.
 - (c) Planting. Plant materials consisting of compact evergreen plants. Such plant materials must achieve a minimum height of two feet within 18 months after initial installation.
 - (d) Berms. Berms planted with grass, ground cover, or other low-growing plant materials.
- 3. Loading Areas. Truck docks, loading areas, and service areas within 100 feet of a public street shall not be visible from the public street. The outermost point of the truck docks, loading, and service areas are not permitted within 50 feet of the boundary of a residential district.

G. Lighting.

1. Fixtures. All exterior lighting fixtures shall be oriented downward, fully shielded, and certified by the International Dark Sky Association to prevent light intrusion into adjacent building buildings and sensitive habitat such as riparian habitat, streams, and wetlands.
2. Controls. All exterior lighting must be capable of accepting controls that enable dimmers, timers motion sensors, or networking to avoid unnecessary lighting and energy use, especially in areas adjacent to sensitive habitat, such as riparian habitat, streams, and wetlands.
3. On-Site Lighting.
 - a. Ground-floor building façades and other areas, including parking lots, driveways, pedestrian and bicycle circulation areas, and recesses, shall be illuminated with lighting fixtures that meet the following minimum standards:
 - i. Open parking lots: One foot-candle at ground level.
 - ii. Pedestrian paths/bike paths: One foot-candle at ground level.
 - iii. Covered parking: Five foot-candles at ground level.
 - b. Electrical elements for exterior building lighting such as wires, conduits, and panel boxes shall be concealed from public view or painted to match the background surface color.
 - c. Parking lot lighting shall be designed and installed so that light and glare is not directed onto residential use areas, adjacent public rights-of-way, or sensitive habitat, such as riparian habitat, streams, and wetlands.
4. Prohibited Lighting. The following types of exterior lighting are prohibited:
 - a. Mercury vapor luminaires;
 - b. Searchlights;
 - c. Sky beams;
 - d. Upward-directed fixtures; and
 - e. Aerial lasers.

XI-10-7.06 Conformance with Specific Plans

Properties located within Specific Plans shall conform to the underlying Specific Plan in accordance with Section XI-10-11.06, Conformance with Specific Plans, of this Chapter.

**SECTION 7. ADOPTION OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10,
SECTION 9**

Title XI, Chapter 10, Section 9 (Metro Area Zones and Standards) of the Milpitas Municipal Code is hereby added as follows:

Section 9 - Metro Area Zones and Standards

XI-10-9.01 Purpose and Intent

- A. Metro Multi-Family High Density Residential ("R3-Metro") Zoning District. The purpose of the R3-Metro zoning district is to create and enhance high-density residential areas (densities in the range of 30 to 40 dwelling units per acre) characterized by a mix of multi-family unit types and small-scale neighborhood businesses where appropriate. The R3-Metro zone implements the Multi-Family High Density Residential (MFH) land use designation as described in the Metro Specific Plan.
- B. Metro Multi-Family Very High Density Residential ("R4-Metro") Zoning District. The purpose of the R4-Metro zoning district is to create and enhance very high-density residential areas (densities in the range of 40 to 85 dwelling units per acre) characterized by low- and mid-rise multi-family residential buildings and compatible commercial uses where appropriate. The "R4" District is intended to provide for higher-density residential "villages" structured around transit stations, streets, creek side open spaces, trails and parks. The R4-Metro zone implements the Multi-Family Very High Density Residential (VHD) land use designation as described in the Metro Specific Plan.
- C. Metro Urban Residential ("R5-Metro") Zoning District. The purpose of the R5-Metro zoning district is to create and enhance very high-density residential areas (densities in the range of 70-120 dwelling units per acre) characterized by high-rise residential buildings and compatible commercial uses structured around transit stations. The R5-Metro zone implements the Urban Residential (URR) land use designation as described in the Metro Specific Plan.
- D. Metro High Density Mixed Use ("MXD2-Metro") Zoning District. The purpose of the MXD2-Metro zoning district is to create and enhance areas with a mix of retail, restaurant, entertainment, and commercial service uses on the ground floor and residential or office uses on upper stories, while maintaining a pedestrian-oriented streetscape (mixed-use FARs in the range of 1.0 to 2.5 and residential densities in the range of 40 to 85 dwelling units per acre). It is intended that the required active ground floor uses will ensure neighborhood-oriented retail and services are provided within walking distance of high-density residential development. The MXD2-Metro zone implements the Residential Retail Mixed Use (RRMU) land use designation as described in the Metro Specific Plan.
- E. Metro Very High Density Mixed Use ("MXD3-Metro") Zoning District. The purpose of the MXD3-Metro zoning district is to create and enhance urban areas characterized by a mix of very-high density housing, retail and employment uses (mixed-use FARs in the range of 2.5 to 5.0 and residential densities in the range of 85 to 250 dwelling units per acre). The MXD3-Metro zone implements the Boulevard Very High Density Mixed Use (BVMU) land use designation as described in the Metro Specific Plan.
- F. Metro Business Park Research and Development, Limited Residential; (BPRD-R-Metro) Zone. The purpose of the BPRD-R-Metro zoning district is to designate specific areas of the city as important employment centers, especially for jobs in the high-tech industry, with limited, integrated residential development (mixed-use FARs in the range of 1.0 to 5.0). The BPRD-R-Metro zone is intended to accommodate business parks, high-intensity office buildings, advanced manufacturing, other light industrial uses, and limited residential uses. It also enables the integration and growth of research

and development, office, and light manufacturing uses on consolidated sites with supportive ancillary uses, typically on the ground floor, such as restaurants, health/fitness centers, limited retail, and child care facilities. The BPRD-R-Metro zone implements the Business Park Research and Development, Limited Residential (BPRD-H) land use designations as described in the Metro Specific Plan.

- G. Metro Business Park Research and Development (BPRD-Metro) Zone. The purpose of the BPRD-Metro zoning district is to designate specific areas of the city as important employment centers, especially for jobs in the high-tech industry (FARs in the range of 1.0 to 2.5, with additional FAR up to 4.0 for properties within 1,000 feet of the Milpitas Transit Center). The BPRD-Metro zone is intended to accommodate business parks, high-intensity office buildings, advanced manufacturing, and other light industrial uses, and to enable the integration and growth of research and development, office, and light manufacturing uses on consolidated sites with supportive ancillary uses, typically on the ground floor, such as restaurants, health/fitness centers, limited retail, and child care facilities. The BPRD-Metro zone implements the Business Park Research and Development (BPRD) land use designation as described in the Metro Specific Plan.

XI-10-9.02 Metro Area General Use Regulations

A. Permitted and Conditionally Permitted Uses.

1. Primary uses. The uses identified in Table XI-10-9.02-1, Metro Area Zone Uses, shall be the primary uses allowed to occur on a property. All uses except for those noted shall be conducted within enclosed structures. The primary uses identified in Table XI-10-9.02-1 shall be permitted or conditionally permitted, as indicated:

P	Where the symbol "P" appears, the use shall be permitted.
MCS	Where the symbol "MCS" appears, the use shall be permitted subject to the issuance of a Minor Conditional Use Permit by staff, in accordance with Subsection XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.
C	Where the symbol "C" appears, the use shall be permitted subject to the issuance of a Conditional Use Permit, in accordance with Subsection XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this chapter.
MC	Where the symbol "MC" appears, the use shall be permitted subject to the issuance of a Minor Conditional Use Permit by the Zoning Administrator, in accordance with Subsection XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.
O	Where the symbol "O" appears, the use is subject to an alternative review process described in a subsequent footnote.

B. Prohibited Uses. The following uses are prohibited:

1. Uses where the symbol "NP" appears within Table XI-10-9.02-1.
2. The following uses are not permitted in any Metro zone:
 - a. Adult Businesses as defined in Subsection 13.04, Adult Businesses, of this Chapter.
 - b. Disinfecting and extermination business.
 - c. Outdoor storage of vehicles.

- d. Private self-storage facilities.
 - g. Drive through uses (restaurants, pharmacies, etc.).
- C. Mixed Use Development. Where a single parcel is proposed for development with two or more of the land uses listed in Table 9.02-1, Metro Area Zone Uses at the same time, the overall project will be subject to the permit with the highest level of review required by the Table for any individual use.
- D. Residential uses on Activity Streets and Neighborhood Streets. Residential units are not allowed on the ground floor facing any right-of-way designated as an Activity Street or Neighborhood Street by the Metro Specific Plan Figure 4-6, unless allowed by Subsection 9-05.B. Other residential spaces such as lobbies and common areas are permitted on the ground floor facing an Activity Street in accordance with Table XI-10-9.02-1.
- E. Other Uses. Any other uses may be considered by the Planning Commission that are similar in accordance with the procedure, prescribed in Subsection 10-54.02, Other Uses Permitted by Commission, of this Chapter.

**Table XI-10-9.02-1
Metro Area Zone Uses**

Uses	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD- Metro	Additional Regulations
Commercial								
Alcoholic Beverage Sales	C ¹	C ¹	C ¹	C	C	C	C ¹	
Business Support Services	NP	NP	NP	MCS	MCS	MCS ¹	MCS ¹	
Convenience store	MC	MC	MC	MCS	MCS	NP	NP	Refer to Subsection XI-10-9.03(A), Special Uses
Grocery Store	NP	NP	NP	C	C	NP	NP	
Grocery Store, Small	P	P	P	P	P	NP	NP	Refer to Subsection XI-10-9.03(A), Special Uses
Pawnshop	NP	NP	NP	C	C	NP	NP	Refer to Subsection XI-10-9.03(C), Special Uses

Uses	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD-Metro	Additional Regulations
Personal Services	MCS ²	MCS ²	MCS ²	P ²	P ²	C	C	Refer to Subsection XI-10-9.03(A), Special Uses
Pet Shops	NP	NP	NP	MC	MC	NP	NP	
Repair and Cleaning, Small Items	NP	NP	MCS	P	P	NP	NP	Refer to Subsection XI-10-9.03(A), Special Uses
Retail, Limited	C ³	P	P	P	P	P ¹	P ¹	Refer to Subsection XI-10-9.03(A), Special Uses
Retail Stores, General Merchandise	C ³	P	P	P	P	NP	NP	Refer to Subsection XI-10-9.03(A), Special Uses
Thrift Shop								
Retail only	NP	NP	NP	P	P	NP	NP	Refer to Subsection XI-10-9.03(A), Special Uses
<i>With collections</i>	NP	NP	NP	C	C	NP	NP	
Entertainment and Recreation								
Commercial Athletic Facilities	NP	NP	NP	P	P	MCS ¹	MCS ¹	
Golf Course	NP	NP	NP	NP	NP	NP	NP	
Recreation or Entertainment Facility	NP	NP	NP	C	C	NP	NP	
Health and Veterinarian Uses								
Animal Grooming (no boarding)	NP	NP	NP	MC	MC	NP	NP	

Uses	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD- Metro	Additional Regulations
Hospitals or Sanitariums	NP	NP	NP	C	C	NP	NP	Refer to Subsection XI-10-9.03(B), Quasi-Public Uses
Massage Establishment	NP	NP	NP	MC/M CS ⁴	MC/M CS ⁴	C ¹	C ¹	Refer to Title III, Chapter 6 of the Milpitas Municipal Code and to Subsection XI-10-13.16
Medical and Dental Offices and Clinics	NP	NP	NP	P	P	MC	MC	
Medical Support Laboratories	NP	NP	NP	P	P	MC	MC	
Optician and Optometrist Shop	NP	NP	NP	P	P	MC	MC	
Pharmacy or Drug Store	NP	MCS	MCS	P	P	MC	MC	
Veterinary Clinic	NP	NP	NP	P	P	NP	NP	
Industrial Uses								
Advanced Manufacturing	NP	NP	NP	NP	NP	P ⁵	P ⁵	
Agriculture	P ⁶	NP	NP	NP	NP	NP	NP	
Art and Artisan Studio	NP	NP	NP	P	P	MCS	P	
Commercial Laboratory	NP	NP	NP	NP	NP	P	P	
Contractor's Shop	NP	NP	NP	NP	NP	NP	NP	
Custom and Artisan Manufacturing	NP	NP	NP	MCS	MCS	MCS	MCS	
Manufacturing, Assembling, Packaging, and	NP	NP	NP	NP	NP	MCS	MCS	

Uses	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD- Metro	Additional Regulations
Processing Facility								
Parcel hub	NP	NP	NP	NP	NP	NP	MC	
Printing (Newspaper, Blueprint, Publishing)	NP	NP	NP	NP	NP	NP	MC	
Research and Development	NP	NP	NP	NP	NP	P ⁵	P ⁵	
Soils and materials testing laboratories	NP	NP	NP	NP	NP	P	P	
Warehousing and Distribution	NP	NP	NP	NP	NP	NP	NP	
Wholesale Sales	NP	NP	NP	NP	NP	MC	MC	
Lodging Uses								
Bed and Breakfast	P	P	P	P	P	NP	NP	
Boarding Houses	C	C	C	C	C	NP	NP	
Hotels	NP	NP	NP	P	P	P	P	
Motels	NP	NP	NP	NP	NP	NP	NP	
Short-Term Rentals	P	P	P	P	P	NP	NP	Refer to Subsection XI-10-13.17, Short-Term Rentals
Professional Offices Uses								
Offices, Business and Professional	C	C	C	P	P	P	P	
Financial institutions (banks, savings and loans, etc.)	NP	MCS	MCS	P	P	MCS ¹	MCS ¹	
Public, Quasi-Public and Institutional/Assembly Uses								
College and university, private	NP	NP	NP	C	C	P	P	

Uses	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD- Metro	Additional Regulations
Conference Center	NP	NP	NP	NP	NP	C	C	
Community Garden	P	P	P	P	P	P	P	
Day Care Center	MC	MC	P	P	P	P ¹	P ¹	Refer to Subsection XI-10-13.06, Large Family Child Care and Child Care Centers
Farmer's Market	MC	MC	MC	MCS	MCS	MCS	MCS	Refer to Subsection XI-10-13.10, Farmers Markets
Instruction, Group	MC	MC	MC	MCS	MCS	NP	NP	
Instruction, Private	MCS	MCS	MCS	P	P	NP	NP	
Park, Playground or Community Center	O ⁷	O ⁷	O ⁷	O ⁷	O ⁷	O ⁷	O ⁷	
Places of Assembly	MC	MC	MC	MCS	MCS	NP	NP	
Public Utilities	NP	NP	NP	NP	NP	NP	NP	
Schools, private (elementary, middle, high)	C	C	C	C	C	C	C	
Theater (indoor)	NP	NP	NP	C	C	NP	NP	
Trade and Vocational School	NP	NP	NP	C	C	C	C	
Transportation Facilities	C	C	C	C	C	NP	NP	
Residential Uses								
Court Dwellings	P	P	P	P	P	NP	NP	

Uses	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD- Metro	Additional Regulations
Duplex (two dwellings)	NP	NP	NP	NP	NP	NP	NP	
Group Living Accommodations	C	C	C	C	C	C	NP	
Live/Work	C ⁸	C ⁸	C ⁸	MCS	MCS	MCS	NP	
Multi-Family Dwellings	P	P	P	P	P	P	NP	
Residential Care Facility	P	P	P	P	P	P	NP	
Single-Room Occupancy Residences	MC	MC	MC	MC	MC	NP	NP	Refer to XI-10-13.13, Special Uses, Single Room Occupancy Residences
Transitional and Supportive Housing	P	P	P	P	P	P	NP	Refer to CA Government Code Sec. 65582
Restaurants or Food Service								
Bar or Nightclub	NP	NP	NP	C ⁹	C ⁹	NP	NP	
Brewery/Eateries	NP	NP	NP	MCS ⁹	MCS ⁹	NP	NP	
Catering Establishment	NP	NP	NP	C	C	NP	NP	
Commissary	NP	NP	NP	NP	MC	NP	NP	
Mobile Food Park	NP	NP	NP	MC	MC	NP	NP	Refer to Subsection XI-10-13.18, Mobile Food Vending
Mobile Food Vending (individual vehicle)	P	P	P	P	P	P	P	Refer to Subsection XI-10-13.18, Mobile Food Vending
Restaurants								

Uses	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD-Metro	Additional Regulations
With on-site service of alcohol	C ³	C	C	P/C ¹⁰	P/C ¹⁰	C ¹	C ¹	Refer to Subsection (XI-10-9.03(C)(5))
Without on-site service of alcohol	MCS ³	P	P	P/C ¹⁰	P/C ¹⁰	P ¹	P ¹	Refer to Subsection (XI-10-9.03(C)(5))
<i>With music (indoor/outdoor)</i>	NP	NP	NP	P ⁹	P ⁹	NP	NP	Refer to Subsection (XI-10-9.03(C)(5))
With other live entertainment	NP	NP	NP	C ¹¹	C ¹¹	NP	NP	Refer to Subsection (XI-10-9.03(C)(5))
Vehicle Related Uses								
Auto Broker (wholesale, no vehicles on site)	NP	NP	NP	MCS	MCS	NP	NP	
Auto Rental	NP	NP	NP	MC ¹²	MC ¹²	NP	NP	
Auto Sales	NP	NP	NP	NP	NP	NP	NP	
Mobile Fueling ¹³	P/NP	P/NP	P/NP	P/NP	P/NP	P/NP	P/NP	Refer to the California Fire Code as amended by the City of Milpitas Municipal Code, Title V, Chapter 300.
Service Stations	NP	NP	NP	NP	NP	NP	NP	
Auto Repair Shop	NP	NP	NP	NP	NP	NP	NP	
Accessory and Temporary Uses								
Accessory Dwelling Unit	P	P	P	P	P	P	NP	Refer to Subsection XI-10-13.08, Accessory

Uses	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD- Metro	Additional Regulations
								Dwelling Units
Model home complex	P	P	P	P	P	NP	NP	Refer to Subsection XI-10- 13.11(E), Model Home Complexes and Sales Offices
<i>Large family child care home</i>	P	P	P	P	P	P	NP	Refer to Subsection XI-10- 13.06, Large Family Child Care and Child Care Centers
<i>Small family child care home</i>	P	P	P	P	P	P	NP	
Temporary seasonal sales	NP	NP	NP	P	P	NP	NP	Refer to Section 13.11, Temporary Uses and Structures

1. Limited to accessory use that supports primary employment-generating uses on the same site. Accessory commercial uses such as restaurants and limited retail shall be located on the ground floor and in an area of the development where they can be directly accessed by the public.
2. When located on the ground floor, retail sales of products related to the Personal Services provided shall be offered at the front of the premises near the pedestrian entrance and shall comprise at least 10 percent of the floor area of the business establishment.
3. No exterior display or advertising and such activities are conducted in spaces which are integral parts of a main building.
4. Allowed with an MCS when an accessory use to any permitted or conditionally permitted medical office, medical clinic, chiropractor practice, acupuncture practice, physical therapist, fitness and athletic facility, health care facility (such as hospitals, nursing homes and sanitariums), and accredited school, college, and university. Massage services, limited to massage of the head, neck, shoulders, hands and feet may be allowed with an MCS when an accessory use to any permitted or conditionally permitted beauty salon, barbershop, and healing art practices. This section shall not exempt any person or business from complying with all the provisions of Title III, Chapter 6.
5. A Conditional Use Permit is required for storage space that exceeds 25,000 square feet, and in no case may storage space exceed 300,000 square feet.
6. The raising of animals or fowl for commercial purposes and the sale of any products at retail on the premises is not allowed.
7. For uses owned and operated by a government agency. The approval process will require that the site be re-zoned to POS.
8. Allowed non-residential uses to be specified through the Conditional Use Permit process.

9. Indoor or outdoor music is permitted as an accessory use on the same parcel in conjunction with a restaurant or bar that is a principal permitted use or approved conditional use. See also Subsection XI-10-9.03(E)(6) for additional regulations.
10. Permitted when located on the ground floor facing a public street designated as an Activity Street. Requires a Conditional Use Permit when located elsewhere.
11. "Other live entertainment" Includes but is not limited to dancing, stand-up comedy, theatrical shows, magic shows, and karaoke.
12. Bicycle and auto rental agency, excluding commercial vehicles, trucks, buses, vans, boats and RV rentals, must be fully enclosed within a building.
13. Mobile fueling is permitted when fueling service is ordered by an individual vehicle owner and the amount of fuel dispensed as part of any individual order does not exceed 50 gallons. Mobile fueling for fleet vehicles is not permitted.

XI-10-9.03 Metro Area Special Use Regulations

- A. Personal services, convenience stores, grocery stores, retail, repair and cleaning services, private and group instruction, and financial institutions within R3-Metro, R4-Metro and R5-Metro zones may be permitted provided they are:
 1. Less than or equal to 10,000 square feet in gross floor area;
 2. Not open past 10:00 p.m.;
 3. Conducted wholly within a building, except for approved outdoor seating areas;
 4. Not specifically noted in Table XI-10-9.02-1, Metro Zone Uses, of this Chapter, requiring Conditional Use Permit approval; and
 5. Not listed as a prohibited use in Section XI-10-9.02(B), Prohibited Uses, of this Chapter.

If items (1) through (3), above, are not met, then approval of a Conditional Use Permit is required in accordance with Section 10-57.04 of this Chapter.
- B. Quasi-Public Uses. The following uses may be permitted within the MXD2-Metro and MXD3-Metro zones provided their location is first approved by the Planning staff, the Zoning Administrator, or the Planning Commission (as applicable), in accordance with Subsection 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter, and they are not located within 1,000 feet of the parcel boundary of another quasi-public use listed below. This distance shall be measured from the property line of the parcel where such use is located.
 1. Places of meeting or assembly, such as auditoriums, banquet halls, and fraternal or union halls. Churches and religious institutions are exempt from this spatial requirement.
 2. Private elementary, middle or high schools.
 3. Vocational schools, if not found objectionable due to noise, odor, vibration or other similar health, safety and welfare basis.
- C. Performance Standards for Certain Uses. For uses requiring approval of a Minor Conditional Use Permit by staff, in accordance with Section 10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter, the following performance standards below shall be met.
 1. The following uses may not be located within 1,000 feet of another same use listed below. This distance shall be measured from the property line of the parcel where such use is located.
 - a. Vehicle Related Uses.
 - b. Transportation facilities without outdoor storage of vehicles.

- c. Pawnshops.
- 2. Auto Brokers. Auto Brokers are subject to the following standards:
 - a. Local Sales and Use Tax. In order to assist the City of Milpitas in its efforts to receive direct distribution of the local tax on materials associated with the project, the California Sales and Use Tax (the "Local Tax") shall be allocated to the project site, to the extent reasonably possible. Evidence of tax allocation or cause as to why such allocation cannot be made shall be submitted at the time of business license submittal.
- 3. Art and Artisans Studios shall comply with the following standards:
 - a. All operations shall be conducted completely within an enclosed building.
 - b. There shall be no dust, fume, or odor either emitted from the premise.
 - c. The operations shall not create excessive vibrations.
 - d. The operations shall be consistent with the City's noise standards.
- 4. Outdoor Music in the MXD2-Metro and MXD3-Metro zones:
 - 1. Outdoor music as an accessory use in conjunction with a restaurant or bar shall be permitted for the entertainment and enjoyment of customers at the restaurant or bar during regular operating hours. Outdoor music as an accessory use shall be limited to the hours of 9:00 a.m. to 11:00 p.m.
 - 2. Recorded background music may be permitted outdoors on public sidewalks and other public areas subject to the standards of this Chapter and Title V - Public Health, Safety and Welfare, Chapter 213 - Noise Abatement.
 - 3. Noise levels for outdoor music, when permitted as an accessory use to a restaurant or bar, shall not exceed a maximum range of 70 to 90 decibels (dB). See also Title V - Public Health, Safety and Welfare, Subsections V-213-2 and V-213-3, for additional regulations.
 - 4. Larger outdoor music events, both live and recorded music, which are intended for the entertainment and enjoyment of the general public shall not be considered accessory uses and shall require a Special Event Permit pursuant to Section 15, Special Events and Activities, of this Chapter.
 - 5. Minor outdoor music events, both live and recorded music, which are hosted onsite by a business with nine or fewer employees shall be exempt from applicable permit and fee requirements.
- 5. Restaurant Performance Standards. Restaurants shall comply with the following performance standards:
 - a. Outdoor seating is allowed if it has been approved as part of the facility's Minor Site Development Permit or Site Development Permit and is operated in conformance with any conditions of that approval.
 - b. Outdoor dining shall comply with the standards of Section 10-13.19 – Outdoor Dining.
 - c. The restaurant shall comply with the City Council's Guidelines for Recycling Enclosures (Resolution No. 6296).

- d. The restaurant shall incorporate measures to reduce odors to acceptable levels, including, but not limited to, installation of a scrubber, carbon filter or similar equipment, on the roof vent to control odors.
- e. All the facility's floor drains, trash compactors and indoor mat and equipment washing areas shall be drained to the sanitary sewer.
- f. Where applicable, the restaurant shall maintain an active account with a tallow hauling company.
- g. The restaurant shall prepare and implement a program assigning restaurant staff responsibility for complying with the following guidelines which shall be adhered to while the restaurant is in operation:
 - i. Wash all containers and equipment in the kitchen areas so that wash water may drain into the sanitary sewer.
 - ii. Keep garbage dumpsters clean inside and out; replace very dirty dumpsters with new, clean ones.
 - iii. Double bag waste to prevent leaking.
 - iv. Place, do not drop or throw, waste-filled bags, to prevent leaking.
 - v. Keep the ground under and around the garbage dumpsters swept.
 - vi. Sprinkle the ground lightly after sweeping with a mixture of water and a little bleach.
 - vii. Hold training sessions to instruct employees on the proper procedures in the handling and disposal of food items; the general maintenance and use of the compactor and any other procedures that would assist the business in complying with all State and local health and sanitation standards. A record of such training must be kept to prove compliance with this requirement.
 - viii. Post signs (in English and multi-lingual) inside the premises for all employees identifying procedures for food delivery and garbage disposal.
 - ix. All garbage bins shall be stored in the garbage enclosure except for the 12 hours immediately before and after garbage collection.

XI-10-9.04 Metro Area General Development Standards

- A. Standards within the Metro Specific Plan area. For all Metro Area properties, refer to the Metro Specific Plan for development standards. When a standard is not listed within the Metro Specific Plan, the standards listed within the zoning ordinance shall govern.
- B. General Standards. The following requirements shall be observed.

**Table XI-10-9.04-1
Metro Zones Development Standards**

Standard	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD-Metro
<i>Min. Lot Area</i>	8,000 sq ft	none	none	none	none	none	none
<i>Residential Density¹</i>	30-40 units/ac	40-85 units/ac	70-120 du/ac	40-85 units/ac	85-250 units/ac	No min. or max.	n/a

Standard	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD-Metro
<i>FAR</i>	n/a	n/a	n/a	Mixed Use: min. 1.0, max. 2.5	Mixed Use: min. 2.5, max. 5.0	Mixed-Use: min. 1.0, max. 5.0 FAR; non-residential uses: min. 1.0	Min. 1.0, Max. 2.5-4.0 ²
<i>Active Use</i>	none	none	none	Ground floor retail and active uses required on 80% of frontages on any one blockface along any Activity Street as identified on the Metro Specific Plan Figure 4-6: Circulation Network.			none
<i>Front Setback</i>	Min. 20 ft	8 ft min., 20 ft max. from back of sidewalk	12 ft min., 20 ft max. from back of sidewalk	Min. 0 ft, Max. 20 ft	Min. 12 ft, Max. 20 ft	Min. 10 ft, Max. - 20 ft	Min. 0 ft.
<i>Interior Side Setback (min.)</i>	1 story: Each side 5 ft min, total of 12 ft both sides 2-2.5 story: Each side 10 ft min, total 25 ft both sides 3-3.5 story: Each side 12 ft min, total 30 ft both sides	10 ft	15 ft; 20 feet for buildings over 3 stories abutting residential uses	0 ft; 10 ft when abutting residential use and for portions of buildings over 60 ft or 4 stories tall	10 ft; 15 ft when abutting residential ; 20 ft for portions of buildings over 60 ft or 4 stories tall	10 ft	10 ft
<i>Street Side Setback</i>	Min. 10 ft	8 ft min., 15 ft max. from back of sidewalk	12 ft min., 20 ft max. from back of sidewalk	Min. 0 ft	Min. 12 ft, Max. 20 ft	Min. 10 ft, Max. 15 ft	Min. 0 ft

Standard	R3 Metro	R4 Metro	R5 Metro	MXD2 Metro	MXD3 Metro	BPRD-R Metro	BPRD-Metro
<i>Rear Setback (min.)</i>	1 story: 30 ft 2-2.5 story: 35 ft 3-3.5 story: 40 ft	10 ft min.	15 ft; 20 feet for buildings over 3 stories abutting residential uses	10 ft; 15 ft when abutting a R zone; 20 ft for portions of building over 60 ft or 4 stories tall	15 ft; 20 ft when abutting a R zone; 30 ft for portions of building over 60 ft or 4 stories tall	10 ft	10 ft
<i>Creek/ Drainage Channel Setback</i>	25 ft min. from top of bank or from any maintenance road or required setback, whichever is greater.						
<i>Max. Primary Building Height</i>	75 ft	35 ft min., 75 ft max.	75 ft and 6 stories	85 ft ³	275 ft ⁴	275 ft or 18 stories	8 stories
<i>Accessory Building Height</i>	Max. 25 ft or 2.5 stories						
<i>On-Site Open Space</i>	Residential and mixed-use projects: Min. 100 sq ft per residential unit, may be private or common Non-residential projects: Min. 10% of site area						Min. 15% of site area
<i>Private Open Space Dimensions</i>	Min. 4 ft x 6 ft						n/a
<i>Common Open Space</i>	Residential and mixed-use projects: Min. 30% of the total open space provided on-site; Min. dimension 10 ft						Min. dimension 10 ft
<i>Publicly Accessible Open Space</i>	Mixed-use projects: Min. 5% of the total open space provided on-site ⁵ Non-residential projects: Min. 25 contiguous sq ft per 10,000 sq ft non-residential floor area.						Min. 25 contiguous sq ft per 10,000 sq ft non-residential floor area excluding retail, restaurant, or service areas

1. When determining the density of non-traditional housing configurations such as group living accommodations and single-room occupancy residences, three bedrooms may be counted as the equivalent of one unit.
2. Maximum allowed FAR is based on the following sliding scale:
 - 2.5 for properties farther than 3,000 ft from the Milpitas Transit Center;
 - 3.0 for properties within 3,000 ft from the Milpitas Transit Center;
 - 3.5 for properties within 2,000 ft from the Milpitas Transit Center;
 - 4.0 for properties within 1,000 ft from the Milpitas Transit Center.
3. Within 60 feet of adjacent existing residentially zoned parcels, building height shall be stepped down to a maximum of 10 feet higher than the maximum allowed height of the adjacent parcel.
4. A maximum 50% of base footprint may reach 85 feet in height and a maximum 25% of base footprint may reach 275 feet in height.
5. Required publicly accessible open space may include one or more of the following types of public open spaces: park, plaza, garden, public sitting area.

XI-10-9.05 Metro Area Special Development Standards

A. R3-Metro Zone.

1. On-Site Utilities Requirements.
 - a. Where the allowable dwelling units exceed six for a single parcel or the total area to be subdivided exceeds three acres, all on-site utilities are to be placed underground.
 - b. Television antennas are to be centralized for structures of four or more units.
2. Trash and Storage Areas and Areas for Collecting and Loading Recyclable Materials.
 - a. There shall be provided areas for collecting and loading recyclable materials in accordance with the requirements of Section 10-54.12 of this Chapter.
 - b. All outdoor storage and trash areas shall be within a completely enclosed building or behind a solid wall or tight board fence a minimum of six feet in height.

B. 2023-2031 Housing Element Rezone Sites. Rezone sites are listed in the City of Milpitas 2023-2031 Housing Element, Appendix E, Table E-14. Rezone sites within the Metro Specific Plan are sites R-11 to R-29, which all provide lower-income housing capacity (see City of Milpitas 2023-2031 Housing Element Table E-14 and Figures E-4 and E-5). On these rezone sites (sites R-11 to R-29), the following shall apply:

1. Owner-occupied and rental multi-family housing uses shall be allowed by right (i.e., without any discretionary review) when at least 20 percent of the units will be affordable to lower income households.
2. 100 percent residential use is allowed.
3. A minimum of 50 percent of the floor area in mixed-use projects must be occupied by residential use(s).

C. BPRD-Metro and BPRD-R-Metro zones.

1. Fences, Hedges and Walls.
 - a. All planting, fencing and walls for new development, including but not restricted to fences and walls along rear and interior side property lines shall be approved by the review authority. Modifications regarding landscaping, fencing and walls at existing

developed sites shall be subject to the provisions of Subsection 54.10, Fences and Walls, of this Chapter.

- b. Temporary buffers must be installed when residential uses are developed adjacent to existing industrial uses. The buffers, which may be fences, walls, or vegetation, are subject to the provisions of Subsection 54.10, Fences and Walls, of this Chapter and must be reviewed and approved by the City Planning Department. The temporary buffers may be removed if and when an adjacent site is redeveloped as a non-industrial use.
2. Utilities. All wires, pipes, cables and utility connections shall be placed in underground or subsurface conduits. All above ground transformers and vaults for new development shall be adequately screened to the approval of the review authority. Modifications regarding subsurface conduits or above ground transformers and vaults at existing developed sites shall be subject to the provisions of Subsection 54.16, Trash Enclosures, Equipment and their Screening, of this Chapter.
3. Loading dock/doors. A maximum of two loading docks are allowed for any single project and must be located out of view from the primary abutting right-of-way.
4. Areas for Collecting and Loading Recyclable Materials. There shall be provided areas for collecting and loading recyclable materials in accordance with the requirements of Subsection 54.12, Areas for collecting and loading recyclable materials, of this Chapter.
4. Legal Nonconforming projects. Existing developments lawful at the time of installation or improvements which have been approved and a building permit issued prior to June 17, 1982, and installed in conformance with said approval and permit are considered legal nonconforming projects.
5. Uses in the BPRD-Metro and BPRD-R-Metro zones shall:
 - a. Emit no obnoxious, toxic or corrosive fumes or gases.
 - b. Emit no odors perceptible at the property line.
 - c. Emit no smoke.
 - d. Discharge into the air no dust or other particulate matter created by any industrial operations or emanating from any products stored prior or subsequent to processing.
 - e. Produce no heat or glare perceptible beyond the lot boundaries.
 - f. Utilize all lighting in a manner which produces no glare on public streets or on any other parcel.
 - g. Produce no physical vibrations perceptible at or beyond the lot boundaries.
 - h. Produce no electromagnetic radiation or radioactive emission injurious to human beings, animals or vegetation, except under controlled operations being conducted observing standards or methods or operation established by the Nuclear Regulatory Commission. Electromagnetic radiation or radioactive emissions shall not be of an intensity that interferes with the use of any other property.
 - i. Do not engage in the production or storage of any material designed for use as an explosive, or in the use of such material in production.

- j. Indicate that all industrial uses shall use only gas, electricity, or preheated oil as a fuel; provided, however, that oil-burning equipment may be installed for stand-by emergency use only.

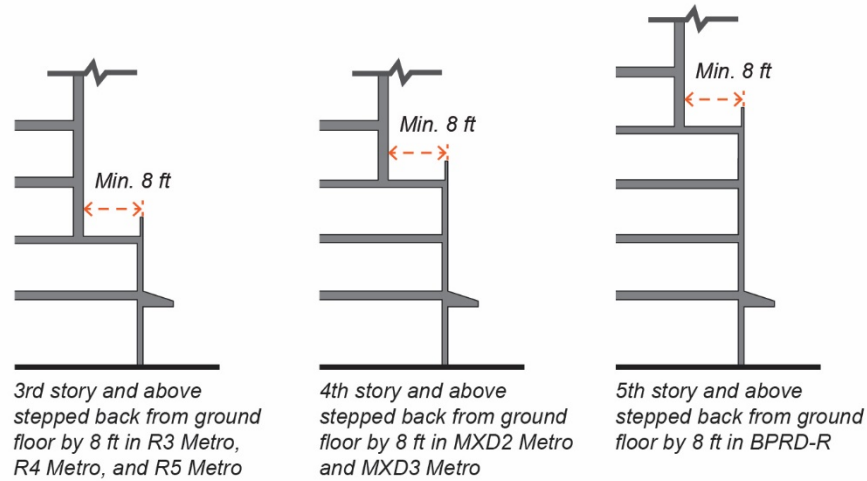
D. Equipment and Screening in all Metro Zones.

1. Trash enclosures and utility equipment (mechanical, electrical, and plumbing) may not be located within the front setback. Public utilities are excluded from this requirement.
2. All exterior equipment and enclosures shall be screened or incorporated into the design of buildings so as not to be visible from public rights of way or public spaces.
3. See also Subsection 54.16 – Trash Enclosures, Equipment and their Screening for standards related to equipment and screening.

XI-10-9.06 Metro Area Special Design Standards

- A. All residential and residential mixed-use development must comply with the Milpitas Residential and Mixed-Use Objective Design Standards in addition to the standards of this Subsection 10-9.06. Where standards of this Subsection conflict with those of the Objective Design Standards, the Objective Design Standards supersede.
- B. All non-residential development in the BPRD-R-Metro, BPRD- Metro zones must comply with the standards of Section 10-7.05, Special Design Standards for the BPRD Zone in addition to the standards of this Subsection 10-9.06. Where standards of this Subsection conflict with those of Section 10-7.05, the more restrictive standard applies.
- C. Block Length.
 1. Blocks may not exceed 700 feet in length.
 2. Blocks more than 500 feet in length must incorporate a mid-block pedestrian and bicycle through connection.
- D. Building Articulation.
 1. In the R3-Metro, R4-Metro and R5-Metro zones, the third floor and above must be stepped-back from the ground-floor street-facing building façade by a minimum of 8 feet.
 2. In the MXD2-Metro and MXD3-Metro zones, the fourth floor and above must be stepped-back from the ground-floor street-facing building façade by a minimum of 8 feet.
 3. In the BPRD-R Zone, the fifth floor and above must be stepped-back from the ground-floor street-facing building façade by a minimum of 8 feet.

Figure 9.06-1: Building Step-Back



4. Non-residential building façades over 80 feet in length shall break up long street walls through at least two of the following features: recesses a minimum six feet in depth; awnings; colonnades; projections a minimum four feet in depth; step-backs a minimum six feet in depth; window reveals; cornice treatment; and changes in color and material.
 5. Non-residential building height must vary such that the building has at least one change in height of at least one story. This may be achieved through changes in pitch, plane, orientation, a change in the number of stories, differentiated forms, projections and recesses and/or special architectural features such as towers.
- E. Ground Floor Commercial Design Standards. On retail mixed use streets, and in any other areas with ground floor retail, restaurant, and commercial service uses, the following standards apply:
1. Ground floor spaces shall be a minimum of 60 feet in depth for a minimum of 50 percent of the space, and a minimum of 40 feet in depth for any remaining space.
 2. Floor to Ceiling Height.
 - a. Retail: Minimum 18 feet floor-to-floor and a minimum 14 feet clear.
 - b. Office: Minimum 14 feet.
 3. Building Entrances. There shall be at least one entrance per 100 feet of building frontage and the main entrance may not face a parking lot.
 4. Wall Plane Articulation. Windows, doors, columns, and other features shall be recessed or project forward, such that there is a six-inch difference between wall and window surfaces and a total of at least eighteen inches from the window to the outermost plane of a wall or column.
 5. Floor Elevation. Ground floor elevation shall be no more than two feet above or below the sidewalk level.
- F. Building Materials.

1. Ground Floor Materials. All ground floor exterior materials shall be durable, quality materials, such as glass, concrete, precast concrete, aluminum and high quality metal panels, composite panels, stone, and stucco.
2. Non-residential Building Materials. Primary building materials in all non-residential construction shall store carbon (e.g., wood, calcium carbonate-based cementitious substances, synthetic limestone).
3. Glass Materials. Glass types shall be clear glass, frit glass, sandblasted glass, spandrel glass, or channel glass. Glazing should provide a high degree of light transmittance and be non-reflective.
4. Roofing Materials. Roof design and materials shall include vegetated roofs, high-albedo built-up roofs, high albedo single-ply roofing, metal, terracotta tile, concrete tile, composite concrete tile, skylights, solar collectors, and photovoltaics.
4. Window Materials. Vinyl-frame windows and doors are prohibited. Wood-framed windows must have metal or fiberglass cladding on the exterior. Metal-frame windows must be thermally broken.

G. Unit Design.

1. A minimum of 10 percent of units in any single residential project shall be designed to be accessible to all users using the principles of Universal Design.
2. Public plazas shall be constructed with ADA-compliant ramps and tactile warning strips at the crosswalks. Equipment and facilities such as tables, trash cans, restrooms, and drinking fountains should allow for universal access, including people of all ages and ability levels.

H. Landscaping and Site Design.

1. All development projects shall include on-site vegetated stormwater treatment and landscaping and shade trees at a rate of one tree per 5,000 square feet of the residential building footprint and one tree for every 10,000 square feet of developed lot area for non-residential or mixed-use development.
2. Where a creek runs under a site, the applicant must coordinate with the City Planning Department to daylight the waterway as part of the site design.
3. All applicants shall also reference the Santa Clara Valley Urban Runoff Pollution Prevention Program C.3 Stormwater Handbook.

I. Parks and Publicly Accessible Open Spaces.

1. All development projects shall dedicate land for parks if a park is shown on the subject property on Figure 2-16: Existing and Proposed Parks, of the Metro Specific Plan.
2. Privately-owned public open space must remain accessible and open to the public during business hours. Private single-access gates are prohibited.
2. The Recreational Value System as described in the Metro Specific Plan Section 2.8, Parks and Public Spaces Framework, shall be used to ensure park improvements provide a diversity of active, contemplative, and social gathering experiences.

3. Parks must be bordered by a public right-of-way such as a street, trail or railroad, on at least three sides, and must be clearly visible and accessible from all abutting rights-of-way.
4. Small neighborhood-serving parks less than one-quarter acre must be located a minimum 500 feet from Montague Expressway, the Great Mall Parkway, or any rail line.
5. Seating shall be provided in all publicly-accessible open spaces. Seating may include both moveable and fixed seating as well as seat walls, steps, boulders, and other multi-use objects and must be placed along pathways and within or near gathering spaces.

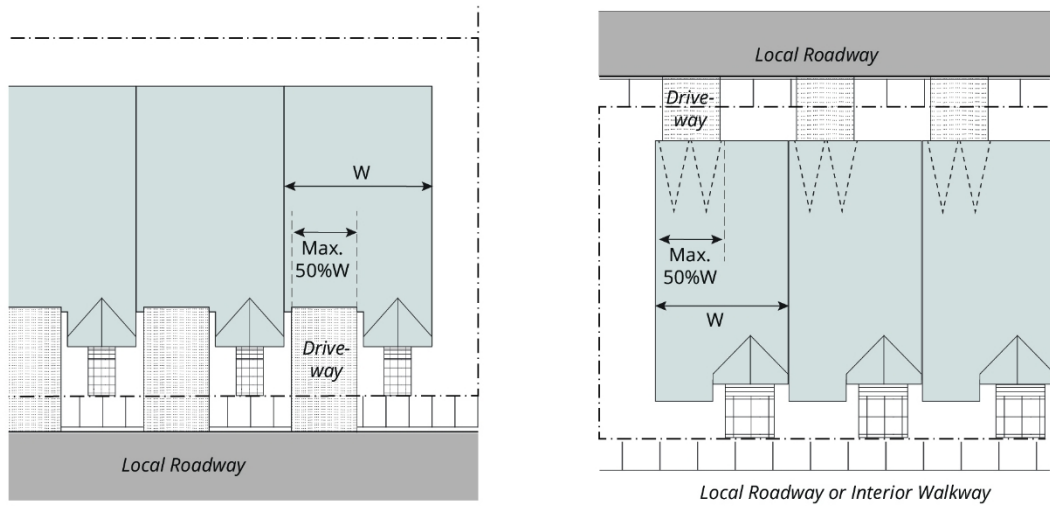
J. Common and Private Open Spaces.

1. Private open spaces may take the form of balconies, patios, gardens, porches, decks, or roof decks.
2. Usable open space surfaces may be any combination of lawn, garden, flagstone, wood planking, concrete, or other dust-free surfacing, and may not exceed 10 percent slope.
2. Universal access shall be provided to all rooftop amenities. An accessible path to a publicly accessible restroom on an adjacent floor or at the rooftop level shall be provided for any common outdoor open space on the rooftop.
3. A minimum of 10 percent of common rooftop open spaces shall be landscaped using green roofs or planters.

K. Parking Design. Where parking is required or proposed, it must comply with the following:

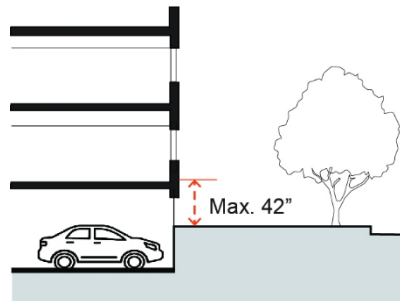
1. Parking location. Off-street parking must be located in:
 - a. Ground-floor “tuck-under” individually secured garages;
 - b. Shared garages (podium or underground); or
 - c. Above-ground structures “wrapped” with habitable uses.
2. Tandem Parking. Tandem parking may be provided in accordance with the following:
 - a. No more than two vehicles may be placed one behind the other.
 - b. Both spaces shall be assigned to a single dwelling unit or to employees of the same non-residential establishment.
 - c. Each tandem parking bay must be a minimum 40 feet in length by 10 feet in width.
3. Ground-level visibility.
 - a. Individually secured garages. Individually secured garages shall be accessed from a shared rear or side drive aisle where such abuts the property. Where individual garages are accessed from the right-of-way, garages shall occupy no more than 50 percent of the frontage of each unit.

Figure 9.06-2: Individual Garages



- b. Structured parking. Structured parking may not be located along the ground-level building frontage unless the parking is:
 - i. Recessed a minimum of four feet from the rest of the building façade and screened with a living wall or textured or decorative screening; or
 - ii. Designed such that the parking area is located in a basement, where the vertical distance from grade to the finished floor directly above the parking area is a maximum of 42 inches.

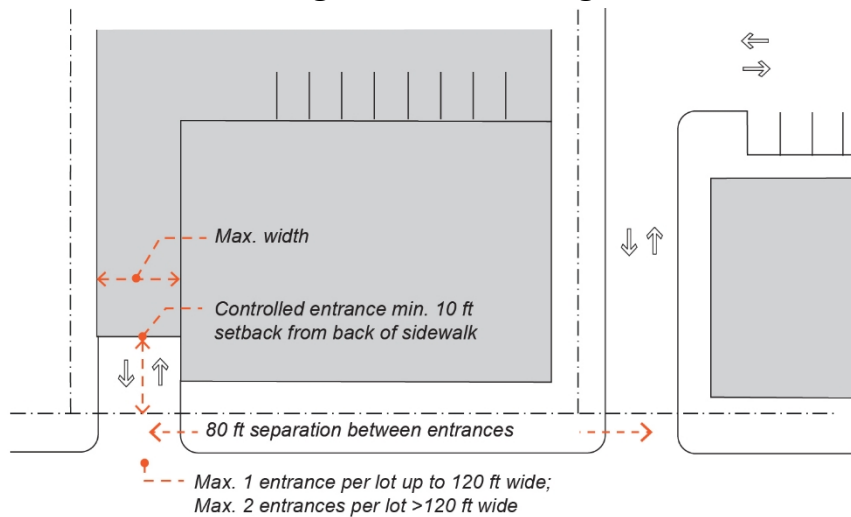
Figure 9.06-3: Structured Parking Ground Level



4. Upper-level visibility. All upper-level street-facing structured parking must be screened from view from the right-of-way by at least one of the following features:
 - a. Regular openings designed to resemble windows of habitable spaces that do not reflect the sloping floor lines of interior parking ramps on the facade;
 - b. A trellis or living wall; or
 - c. Textured or decorative screening.
5. Vehicle access. Parking must comply with the following standards:

- a. A maximum of one driveway to shared parking is permitted on street frontages up to 120 feet in length; a maximum of two shared driveways are permitted on street frontages exceeding 120 feet in length.
- b. Controlled entrances to shared parking facilities (i.e., gates, doors, etc.) shall be located a minimum of 10 feet from the back of sidewalk.
- c. Vehicular entrances to parking areas shall be a minimum of 80 horizontal feet from vehicular entrances to parking areas on adjacent properties.
- d. Mechanical parking lifts are allowed in all structured parking configurations.

Figure 9.06-4: Parking Access



6. Parking separation. Parking for residential units shall be physically separated from parking for non-residential uses through a controlled fence, gate, or other barrier.

L. Pedestrian and Bicycle Circulation.

1. A system of pedestrian walkways shall connect all primary buildings entrances on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas, pedestrian amenities, and transit stops.
2. Walkways shall be the shortest practical distance between the primary building entrance and sidewalk, generally no more than 125 percent of the straight-line distance.
3. Walkways must link the entrances with on-site open spaces, on-site services, and other internal facilities.
4. Walkways shall be a minimum of five feet wide, hard-surfaced, and paved with permeable materials.
5. Where a required walkway crosses a driveway, parking area, or loading area, it must be clearly identifiable through a raised crosswalk, a different paving material, or similar method.
6. Where a required walkway is parallel and adjacent to a vehicle travel area, it must be raised or separated from the vehicle travel lane by a raised curb at least four inches high, bollards, or other physical barrier.

M. Utilities.

1. Utilities shall be placed in underground or subsurface conduits.
2. All mechanical equipment, ground transformers and meters shall be located and screened to minimize visual impacts.
3. Rooftop mechanical equipment shall be concealed from street level views through roof designs that are architecturally integrated with the building, such as equipment wells and parapets.
4. Public utility distribution meters, vaults and similar installations shall be consolidated in a single area whenever possible and located away from highly visible areas such as street corners and public open spaces.
5. Backflow preventors shall be located within landscaped setback areas and painted black or dark green to minimize visual impact. Where no landscaped setback areas exist the backflow preventors shall be incorporated into the front of the building to minimize visual obtrusiveness.
6. Refuse and recycling containers shall not be visible from a public or private street. Such containers shall be stored either within the parking facility of the building or within a vehicular accessway with screening designed to meet the requirements of this section.
7. Trash enclosure walls shall incorporate building materials and colors that match the architecture of the building and be well landscaped.
8. All telecommunications antennas shall be building facade or roof mounted and screened appropriately.
9. On Main Street only telecommunication facilities that are disguised to appear as a part of the building architecture (i.e., "stealth" antennas) may be used.

XI-10-9.07 Affordable Housing

Affordable housing units should be provided in all new housing projects consistent with Title XII, Chapter 1 (Affordable Housing Ordinance).

XI-10-9.08 Exceptions to Standards

1. Exceptions to all but the use, floor area ratio, density, and park land requirement regulations of this Section may be approved by the Planning Commission through approval of a Conditional Use Permit in accordance with the requirements of Section 57, Conditional Uses Permitted by Commission, of this Chapter.
2. In addition to the required findings under Chapter 57, the Planning Commission must be able to make the following additional findings for such exceptions:
 - a. The exceptions meet the design intent identified within the Zoning District and/or Specific Plan and do not detract from the overall architectural, landscaping and site planning integrity of the proposed development.
 - b. The exceptions allow for a public benefit not otherwise obtainable through the strict application of the specified standard.

- c. The project design in its totality does not adversely impact adjoining properties to a greater degree than a project that complies with all development standards. Impacts to be considered include: access to sunlight, views, shadows on parks and open space, privacy, and noise.

**SECTION 8. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER
10, SECTION 53**

Title XI, Chapter 10, Section 53 (Off-Street Parking Regulations) of the Milpitas Municipal Code is hereby amended to read as follows:

Section 53 - Off-Street Parking Regulations

XI-10-53.01 Purpose and Intent

The following off-street parking requirements are regulations which are established in order to achieve, among others, the following purposes:

1. To establish minimum requirements for the off-street parking of motor vehicles in accordance with the use established on the property;
2. To relieve congestion on streets, and to provide more fully for movement of traffic, maneuvering of emergency vehicles or street maintenance equipment;
3. To protect neighborhoods from vehicular traffic congestion generated by the adjacent nonresidential uses of land; and
4. To promote the general welfare and convenience and prosperity of residential, commercial and manufacturing developments which depend upon the availability of off-street parking facilities.

XI-10-53.03 Applicability

Off-street parking spaces shall be provided in accordance with the schedule in Table 53.09-3, Number of Parking Spaces Required, of this Section and improved as per Section 54.03 as a condition precedent to the occupancy of an institutional, commercial or manufacturing use and in conformance with other provisions of this Chapter:

1. Whenever a building is constructed; or
2. Whenever an existing building or use is altered, resulting in an increase in floor area, seating capacity or other units of measurement specified herein for required parking or loading facilities; or
3. Whenever the use of an existing building is changed to a use requiring fifty percent (50%) or more off-street parking spaces, as determined by the provisions of Table 53.09-3, Number of Parking Spaces Required, of this Section.

XI-10-53.05 Maintenance of Off-Street Parking

- A. Continuation of Off-Street Parking. All off-street parking spaces shall continue unobstructed in operation, shall not be used for vehicle repair work of any kind unless within a building, and shall not be reduced below the required size as long as the primary use remains, unless an equivalent number of spaces is provided for said use in another approved location. This does not apply to those parking spaces which are established on a voluntary basis which are in excess of the requirements of this Chapter.
- B. Temporary Sales, Storage and Advertising. The sale or storage of merchandise in permissive parking areas may be allowed by the Zoning Administrator through the approval of a Minor Site

Development Permit and subject to such reasonable conditions as may be deemed necessary by the Planning Commission to ensure adequate parking, access and circulation.

In no event shall any off-street parking space (permissive or otherwise) or lot be used for the stopping, standing or parking of any vehicle(s) for either the purpose of selling such vehicle (excluding an approved car sales lot), or advertising any other property, services or products on said vehicle.

- C. Maintenance. All parking areas shall be kept clean and free of dirt, oil, mud or trash; pavement and striping shall be maintained in a continuous state of good repair.
- D. Acknowledgment of Parking Spaces in Residential Projects. For new residential tract, multi-family or condominium projects, the amount and type of parking available to each dwelling unit shall be clearly stated within the CC&Rs in large font and bold lettering to the approval of the City Attorney or designee.

XI-10-53.07 Types of Parking Allowed

- A. Standard Parking Spaces. The number of parking spaces required for various land uses shall be as required in Table 53.09-3, Number of Parking Spaces Required. Parking spaces shall be designed as required in Subsection 53.13, Design Standards for Off-Street Parking Facilities, of this Chapter.
- B. Compact Parking Spaces. For parking areas and garages containing ten (10) or more stalls serving the following uses in Subsection 53.07(B)(1), up to forty percent (40%) of the required and non-required stalls may be designed as compact stalls to accommodate compact cars.
 - 1. Applicable uses.
 - a. Commercial uses (CO, C1, C2, HS, TC zones).
 - i. Standards. Compact stalls shall be dispersed throughout the parking lot.
 - b. Industrial uses.
 - i. Research and Development (R and D) facilities.
 - ii. Manufacturing facilities.
 - iii. Warehouse/distribution facilities.
 - iv. Other industrial uses deemed appropriate by the Planning Commission.
 - c. Multi-Family Residential uses.
 - i. Projects within R3, R4, and R5 zones.
 - 2. Design Standards. See Subsection 53.13, Design Standards for Off-Street Parking Facilities, of this Section.
- C. Disabled Accessible Parking Spaces. Parking spaces for the disabled shall comply in all respects with the requirements of the California Code of Regulations (State Building Code) or Federal law, where such prevails over State law.
- D. Tandem Parking Spaces.
 - 1. Applicability. Tandem parking may be allowed with the approval of a Conditional Use Permit, in accordance with Section 57.04, Conditional Use Permits, of this Chapter.

2. Standards.
 - a. Maximum allowed.
 - i. A maximum of seventy-five percent (75%) of parking required for residential uses may be tandem parking in projects with open structured parking facilities (e.g. single level or multi-level parking structures).
 - ii. A maximum of fifty percent (50%) of parking required for residential uses may be tandem parking in projects with private individual garages.
 - b. Tandem parking spaces shall be a maximum of two (2) parking spaces deep.
 - c. When tandem parking spaces are used in private garages or other parking facilities with more than two (2) parking spaces, they shall be assigned and marked for resident use.
- E. Bicycle or Motorcycle Parking Spaces. The number of parking spaces required for various land uses shall be as required in Table 53.09-3, Number of Parking Spaces Required. Parking spaces shall be designed as required in Subsection 53.13, Design Standards for Off-Street Parking Facilities, of this Chapter.

XI-10-53.09 Off-Street Parking Required by Land Use

- A. Enforcement and Interpretation of Parking Requirements.
 1. Number of Off-Street Parking Spaces Required. The number of off-street parking spaces required for the land uses identified in the Permitted and Conditional Use Tables of this Chapter are listed in Table 53.09-3, Number of Parking Spaces Required, except where parking requirements are established in Section 13, Special Uses, of this Chapter, or exceptions to these requirements are granted in accordance with this Section.
 2. Uses not specified. In the case of a use not specifically mentioned in Table 53.09-3, Number of Parking Spaces Required, or elsewhere in this Chapter, the requirements for off-street parking facilities shall be determined by the Planning Commission through the Interpretation process, in accordance with Section 61, Interpretation, of this Chapter, based on uses which create similar demands for off-street parking spaces. The Planning Commission may draw upon the experience of other local cities to make their decision.
 3. New Buildings Without Tenants. If the type of tenants that will occupy a nonresidential building, or the nonresidential portion of a mixed-use building, is not known at the time the new building is being proposed, the number of parking spaces required for the nonresidential uses will be determined through the discretionary review process.
 4. Mixed occupancies and uses. When two or more uses are located in the same lot or parcel of land or within the same building, the number of off-street parking spaces required shall be the sum total of the requirements of the various individual uses computed separately in accordance with the provisions of this Section and Section 13, Special Uses, when applicable.

Exception: For alternative parking computation in accordance with Subsection 53.11, Shared Parking, of this Chapter.

5. Measurement Standards and Definitions. For the purpose of determining off-street parking requirements, the following definitions and standards shall apply:
 - a. Gross Floor Area: The total of all the floors measured from the interior faces of the building, and outdoor areas used for retail purposes.
 - b. Net Floor Area (NFA): Net Floor Area shall mean the Gross Floor Areas less twenty percent (20%).
 - c. Seat: The number of seating units installed or indicated, or each twenty-four (24) lineal inches of benches, pews, or space for loose chairs. For places of meeting or assembly that do not include fixed seating, seven (7) square feet shall equal one (1) seat.
 - d. Employees/students: The maximum number of employees/students on the principal shift or period.
 - e. Fractional Measurements: When units or measurements determining the number of required off-street parking spaces result in a requirement of fractional space, any fraction up to and including (.49) shall be rounded down to the nearest whole number and fractions including and over (.50) shall be rounded up to the nearest whole number. For example, 7.41 would be rounded to 7 and 7.61 would be rounded to 8.
 6. More than One Parking Ratio. Where more than one (1) parking ratio is shown for a particular use, the required number of spaces shall be the total of all ratios shown. For example, the parking requirement for hotel is "1 per unit, 2 for the manager's unit." The total parking requirement for a hotel is the sum of the required parking for the units and two (2) spaces for the manager's unit.
- B. Permissive Parking Facilities. Nothing in this Section shall prevent the voluntary establishment of off-street parking facilities in excess of the requirements of this Section to serve any existing use of land or buildings, provided that all regulations herein governing the location, size and access design, improvement and operation of such facilities are adhered to.
- C. Number of Parking Spaces Required. The number of off-street parking spaces required for various land uses shall be as listed in Table 53.09-3, Number of Parking Spaces Required, except for those listed specifically elsewhere in this Chapter. Unless otherwise indicated, the parking requirements are for square feet of gross floor area occupied by the use and, in the case of nonresidential uses, include the parking required for customers and employees.

Exceptions:

1. Where a portion of a structure is used for automobile parking, that portion shall not be counted in calculating the required parking for the structure. If parking is eliminated and the space is occupied by another use, parking shall be required for the use as indicated for the use in this Chapter.
2. Metro Specific Plan Area. Off-street parking requirements and bicycle parking requirements for all uses in the Metro Specific Plan area are as follows:

**Table 53.09-1
Vehicle Parking Requirements in the Metro Zones**

Use	Minimum	Maximum ¹
Residential and lodging uses	None	1.5 spaces per unit
Industrial uses	None	2 spaces per 1,000 square feet
All other non-residential uses	None	1 space per 1,000 square feet

¹ Valet, tandem spaces, and mechanical lift stalls are counted as individual spaces.

**Table 53.09-2
Bicycle Parking Requirements in the Metro Zones**

Use	Minimum, Long-Term Spaces	Minimum, Short-Term Spaces
Multi-family residential uses	0.5 spaces per bedroom	0.1 spaces per bedroom
Retail uses	1 space per 10,000 square feet	1 space per 5,000 square feet
Offices, Business and Professional	1.5 spaces per 10,000 square feet	1 space per 20,000 square feet
All other uses	None	None

**Table 53.09-3
Number of Parking Spaces Required**

Use	Minimum Parking Spaces Required
A. Commercial Uses	
Business Support Services	1 per 350 sq. ft.
Furniture and appliance stores and other bulky item retail; Furniture Repair and Reupholstery	1 per 350 sq. ft.
Retail, Grocery and Convenience uses; Check Cashing	1 per 200 sq. ft.
Mortuary, funeral parlor	1 per 4 seats and 1 per employee
Personal Services	1 per 200 sq. ft.
Plant nursery	1 per 200 sq. ft.
Repair and Cleaning, Small Items	1 per 200 sq. ft.
B. Entertainment and Recreation	
Arcade and amusement	1 per 200 sq. ft.
Billiards	1 per 200 sq. ft.
Bowling Alleys including incidental accessory uses (eating and drinking, billiards, etc.)	6 per alley or lane
Clubs and Lodges	1 per 200 sq. ft.

Commercial Athletic Facility (indoor)	1 per 150 sq. ft.
With outdoor or indoor sports courts	
Small courts (tennis, badminton)	2 per court plus required parking for other uses on site.
Large courts (basketball, volleyball)	5 per court plus required parking for other uses on site.
Golf Course	6 per hole plus parking for ancillary uses
Miniature Golf	1.25 per tee, plus 1 per employee
Motion Picture Theater (indoor)	1 per 3.5 seats
Nightclub	1 per 30 sq. ft.
C. Health and Veterinarian Uses	
Convalescent Homes	1 per 2 beds or 1 per 1,000 sq. ft, whichever is greater
Hospital	1 per bed or 1 per 220 sq. ft., whichever is greater
Kennel, indoor	1 per 1,000
Massage Establishments	Two per treatment room or if no treatment room, one per 2 chairs or 2 tables
Medical and dental Clinic and Office	1 per 225 sq. ft.
Veterinary Clinic and Animal Grooming	1 per 250 sq. ft.
D. Industrial Uses	
Custom and artisan manufacturing, Contractor's shop	1 per 500 sq. ft
Data Centers Manufacturing Processing/Plant (Dry-cleaning plant, photo finishing/printing, etc.) Warehousing and Distribution	1 per 1,500 sq. ft.
Mini Storage	1 per 5,000 sq. ft., plus 1 per resident manager
Parcel hub	1 per 2,000 sq ft plus 1 truck parking space for each delivery vehicle on-site during the peak time. The requirement for delivery truck parking is not intended to accommodate semi trucks delivering products to the site.
Wholesale Sales	1 per 500 sq. ft.
Research and Development Medical Laboratories Soils and Materials Testing Laboratories High employee demand uses	1 per 300 sq. ft.
Office space within an industrial building (to be combined with categories above)	1 per 350 sq. ft.
E. Lodging	

Extended Stay Hotels	0.7 per guest room or unit ⁵
Hotels	0.7 per guest room ⁵
Motels	0.7 per guest room ⁵
F. Professional Offices, Financial Institutions and Related Uses	
Automated Teller Machine (free standing)	2 per machine
Financial institutions (banks, savings and loans, etc.)	1 per 180 sq. ft.
Offices, business and professional	1 per 240 sq. ft.
G. Public, Quasi-Public and Assembly Uses	
Adult Day Care	1 per 500 sq. ft.
Auditoriums and theaters and places of meeting and assembly	1 per 4 seats
<i>Child Care Uses^{2, 3}:</i>	
Day Care School	1 per classroom or 1 per 500 sq. ft., whichever is greater.
Small family child care home	Same as required for underlying residential use
Large Family Child Care Home and Child Care Centers	1 per 1.5 employees
Community Center	1 per 4 fixed seats, or 1 per 6 linear feet of seating, plus 1 per 200 square feet of area without seating but designed for meeting or assembly by guests, plus 1 per 500 sq. ft. of outdoor area developed for recreational purposes
Community Garden	Determined by Planning Director
Museums	1 per 400 sq. ft.
Public Utilities	1 per 400 sq. ft.
Religious Institutions	1 per 5 seats in the main area of assembly plus parking for classrooms and offices in this table. Where there are no seats, then 1 seat equals 7 sq. ft.
<i>Educational Institutions:</i>	
School-elementary (K-8 Private)	1 per classroom, plus 1 per 240 sq. ft. of office
School-secondary (9-12 Private)	1 per classroom, plus 1 per 240 sq. ft. of office, plus 1 per 5 students
Vocational School, including business, professional, technical and trade	1 per 200 sq. ft.
Instructional Studios (Dance, Yoga)	1 per 150 sq. ft.
Private instruction, personal enrichment (tutoring)	1 per instructional area or classroom, whichever is greater. No fewer than 3 spaces.
Stadiums and arenas	1 per 4 seats

H. Restaurants or Food Service		
Banquet facilities		See restaurants below
Bars, Drinking Establishments		1 per 30 sq. ft.
Catering and Commissary		1 per 300 sq. ft. floor area
Drive thru		See "Vehicle Related Uses" section.
<i>Restaurants:</i>		
	Sit down:	
	Indoor and outdoor:	1 per 39 square feet of dining area.
	Take out:	1 per 2.5 seats (indoor/outdoor) plus 1 per 60 sq. ft. GFA for the ordering or take out area.
	Mobile food parks	1 per 2.5 seats provide for on-site dining, plus 1 per 60 sq. ft. of lot area dedicated to mobile food vending.
I. Residential Uses		
Single Family and Duplexes:		
	3 bedrooms or fewer	2 per unit ⁴
	4 or more bedrooms	3 per unit, plus 1 per each additional bedroom ⁴
Multi-Family (R3—R5 zones):		
	Studio	1 covered per unit
	1 bedroom	1.5 covered per unit
	2—3 bedrooms	2 covered per unit
	4 or more bedrooms	3 per unit, plus 1 additional space for each additional bedroom (at least two covered). ⁴
Guest parking		
	Projects with Parking structures	15% of the total required, may be uncovered
	Projects with Private garages	20% of the total required, may be uncovered
	Bicycle parking	5% of the total required
Boarding houses, dormitories, sororities and fraternities, group living accommodations		1 per each room rented
Live-Work Units		<i>Single family and duplexes</i> parking requirements shall apply, plus 1.5 for the commercial component
<i>Mixed Use buildings or sites</i>		
Residential use		
	Studio	1 covered per unit
	1 bedroom	1.5 covered per unit
	2—3 bedrooms	2 covered per unit
	4 or more bedrooms	3 per unit, plus 1 additional space for each additional bedroom (at least two covered). ⁴
Guest parking		
	Projects with Parking structures	15% of the total required, may be uncovered
	Projects with Private garages	20% of the total required, may be uncovered
	Bicycle parking	5% of total required

Commercial use		
	Ground Floor Retail	1 per 250 sq. ft.
	Office	If building is 1,000 sq. ft. or smaller: 1 per 250 sq. ft. If building is larger than 1,000 sq. ft.: 3.3 per 1,000 sq. ft.
	Short-Term Rentals	1 per unit
	Other uses	Refer to specific uses within this table
	Bicycle parking	5% of total required
	Mobile Homes	Refer to Section 13.07, Mobile Homes
	Residential Care Facility	1 for every three beds
	Senior Housing	1 per unit plus 2 per manager's unit
	Single Room Occupancy (SRO)	1 per unit
J. Vehicle Related Uses		
	Auto rental agency	1 per 400 sq. ft. plus 1 per rental vehicle
	Auto repair (tire, oil change, smog check, etc.)	3 per service bay
	Car Wash	1 per 200 sq. ft. of building area and reservoir space outside of building equal to two (2) times the maximum capacity of facility
<i>Gas & Service Stations:</i>		
	With Retail	1 per 200 sq. ft.
	With Auto Repair	3 per service bay
<i>Auto dealerships:</i>		
	Sale or lease of vehicle	1 per 200 sq. ft. of showroom
	Office	1 per 200 sq. ft.
	With Service Bays	3 per service bay
	Window service or drive-thru in conjunction with any other use	The required parking for primary use (restaurant, or other use providing window service) plus queuing of 5 vehicles which do not interfere with any on-site parking spaces

¹ Refer to Subsection 2.03, Definitions, of this Chapter for a full description of "Commercial Services."

² For loading and unloading: One (1) parking space per six (6) children up to five (5) spaces and thereafter one (1) space per ten (10) children. Driveways, garage aprons and street frontage may be counted if appropriate permits are first received when calculating spaces for child care homes. Tandem spaces are prohibited.

³ Exceptions for Child Care Requirements: The parking and loading/unloading requirements for child care facilities may in the Planning Commission's discretion be reduced, based on an empirical study (provided by the applicant) which establishes no adverse effects will occur as a result. The required number of loading/unloading spaces may be reduced without a study by one (1) space for each employee permanently assigned to load and unload children from vehicles.

⁴ Applicable to new and existing projects being remodeled resulting in additional bedrooms submitted for approval after April 7, 2009. Existing projects or projects either entitled or submitted active planning applications prior to April 7, 2009 shall use the parking regulations in effect at the time of entitlement or application submittal. For R4, R5, MXD/MXD2/MXD3 zones, 15% guest parking is legal and conforming for projects entitled or active planning applications submitted prior to April 7, 2009.

⁵ Refer to Subsection XI-10-53.15, Parking Standards for Hotels and Motels, of this Chapter for allowed reductions to minimum parking requirements.

XI-10-53.11 Shared Parking

- A. Purpose and Intent. Dedicated parking areas for individual uses, especially when provided in new developments, can result in less efficient land usage, lower floor area ratios, and more environmental/water quality impacts.

Shared parking is typically applied when land uses have different parking demand patterns and are able to use the same parking spaces/areas throughout the day. Shared parking is most effective when these land uses have significantly different peak parking characteristics that vary by time of day, day of week, and/or season of the year. In these situations, shared parking strategies will result in fewer total parking spaces needed when compared to the total number of spaces needed for each land use or business separately.

- B. Applicability. Shared parking may be applied in the following situations:

1. In mixed-use developments, which include one or more businesses that are complementary, ancillary, or support other activities. A typical mix of uses includes, but is not limited to: residential, office, restaurants, retail, colleges, churches, cinemas, and special event situations if they can demonstrate that demand patterns vary among uses.
2. In shopping centers, when more than twenty percent (20%) of gross leasable area is occupied by dining and entertainment uses, (not including pad restaurants, unless they are located within 300 feet of the main shopping center building) shared parking may be applied.

- C. Required Review. Shared parking proposals may be allowed with the approval of a Conditional Use Permit, in accordance with Subsection 57.04, Conditional Use Permits, of this Chapter.
- D. Calculation of Parking Spaces Required with Shared Parking. The minimum number of parking spaces for a mixed use development or where shared parking strategies are proposed shall be determined by a study prepared following the procedures of the Urban Land Institute Shared Parking Report, ITE Shared Parking Guidelines, or other approved procedures. A formal study may be waived for small developments where there is established experience with the land use mix and its impact is expected to be minimal. The actual number of parking spaces required shall be based on well-recognized sources of parking data such as the ULI or ITE reports. If standard rates are not available or limited, the applicant may collect data at similar sites to establish local parking demand rates. If the shared parking plan assumes use of an existing parking facility, then field surveys may be conducted to determine actual parking accumulation. If possible, these surveys should consider the seasonal peak period for the combination of land uses involved.
- E. Location of Shared Parking Spaces. Shared spaces shall be located within three hundred (300) feet of the use entrances they serve. Up to fifty percent (50%) of nonresidential spaces may be provided at greater distances if dedicated shuttle bus or van service is provided. Clear, safe pedestrian connections must be provided.
- F. Captive Market Parking Requirements. For uses that are considered ancillary to a larger business, no additional parking may be required. Examples of this case include a coffee or snack shop within an office or hotel development, a copy/package store within a business park or redevelopment of small retail uses in a large business district. Parking requirements for similar ancillary uses may be reduced to account for the likely cross patronage among the adjacent uses located within a maximum

walking distance of three hundred (300) feet. Parking requirements may be reduced up to ninety percent (90%) as appropriate.

- G. Agreement Between Sharing Property Owners. If a parking facility is to serve two (2) or more separate properties, a legal agreement between property owners guaranteeing access to, use of, and management of designated spaces shall be executed to the satisfaction of the City.
- H. Shared Parking Plan. A shared parking plan shall be submitted to the Planning Division with the following information:
 - 1. Site plan and required parking calculations of parking spaces intended for shared parking and their proximity to land uses that they will serve.
 - 2. A signage plan that directs drivers to the most convenient parking areas for each particular use or group of uses (if such distinctions can be made).
 - 3. A pedestrian circulation plan that shows connections and walkways between parking areas and land uses. These paths should be as direct and short as possible.

XI-10-53.13 Design Standards

A. Location of Parking.

- 1. Location of Parking in Relationship to a Use.
 - a. Residential Uses: Parking required for all residential uses shall conform with all of the following: (i) be located within the same project site as the use; (ii) be less than 300 feet away from the residential unit it serves; and (iii) shall not be located on any public street, public right-of-way or in any other public area.
 - b. Commercial Services and Retail Stores in the Metro or Midtown Specific Plan Areas: Commercial service and retail uses may meet its parking requirements with on-street parking if the project satisfies all of the following conditions: (i) the project site is located within the Metro or Midtown Specific Plan Areas; (ii) the on-street parking space is located along the project site frontage directly serving and adjacent to the use; (iii) no more than 50 percent of the required parking spaces shall be allocated on-street unless the commercial or retail use requires ten or less parking spaces; (iv) the on-street parking space is located less than 300 feet away from the use it serves; and (v) the on-street parking space shall be designated as limited time parking in accordance with the California Vehicle Code.
 - c. Other Uses: Required parking for all other uses shall conform with all of the following: (i) be located within the same project site as the use; (ii) be less than 300 feet away from the use for which the parking is required, as provided for in Table 53.09-3 Number of Parking Spaces Required or Section 13, Special Uses, of this Chapter; and, (iii) shall not be located on any public street, public right-of-way or in any other public area.
- 2. Location of Residential Parking, Permitted. Vehicles on private property used for residential purposes shall be parked only in paved parking spaces or in driveways which comply with the following standards:
 - a. The driveway provides access to required parking spaces; and

- b. The vehicle is not blocking access to parking for other residential units.
- 3. Each automobile parking stall shall be so located that no automobile is required to back onto any public street or sidewalk to leave the parking stall, parking bay or driveway except from a lot in an "R2" or more restrictive zone containing not more than two (2) dwelling units.
- 4. Parking Location for R5, MXD2 and MXD3 projects.
 - a. No parking spaces area allowed within the front or street side setback areas.
 - b. Parking must be located behind buildings to minimize visibility from public streets.
 - c. At least seventy percent (70%) of the street facing perimeter of above-ground parking shall be wrapped with habitable space.

Exception: Exceptions may be allowed through the approval of a Conditional Use Permit, if the design quality of the structure is equivalent to habitable space.

- d. Parking may be partially above grade along the street, provided that no more than four (4) feet of the structure is above grade. The above-grade area must be wrapped with continuous landscaping that screens parking garage openings.
- 5. Parking Structure access for R5, MXD2 and MXD3 projects.
 - a. No more than one curb cut per street frontage is allowed.
 - b. Parking structure entrances shall be no greater than twenty-two (22) feet wide.
 - c. Parking structure access points shall be set back from the curb so that a car can pull up to the entry gate or ticket machine without blocking the sidewalk.

B. Parking Space Size.

- 1. Individual garage.
 - a. Each parking space with a minimum width of ten (10) feet and a minimum length of twenty (20) feet shall be required in residential garages meeting both of the following criteria:
 - i. The individual garage contains four (4) or fewer parking spaces;
 - ii. The individual garage does not include circulation elements such as driveway aisles, but consists primarily of parking spaces.
- 2. Compact Spaces
 - a. Each stall shall be legibly marked "compact stall" or "small car" on the stall surface. Compact stalls may be used only for the above-listed buildings and uses and only within the Industrial zoning district.
 - b. Parking stalls shall be dispersed throughout the parking lot and not concentrated to discourage oversized vehicles from using the stalls.
- 3. Tandem Spaces
 - a. Each residential garage tandem (two parking spaces) shall have a minimum width of ten (10) feet and a minimum length of thirty-eight (38) feet.

4. Bicycle or Motorcycle Spaces. Any existing or proposed parking facility may utilize, on a substitution basis, on-site parking spaces for bicycle or motorcycle spaces.
 - a. Said bicycle spaces shall be raised a minimum of six (6) inches from grade of the adjacent parking facility.
 - b. One parking space may be omitted for each eight (8) bicycle spaces provided.
 - c. One parking space may be omitted for each two (2) motorcycle spaces provided.
 - d. Bicycle spaces shall measure at least two (2) feet by seven (7) feet and shall be located in groups of four (4) and shall be of the following three types:
 - i. A rack which secures the frame, or
 - ii. An enclosed bike locker, or
 - iii. A fenced, covered, locked or guarded bike storage area.
 - e. Motorcycle spaces shall measure four (4) feet by eight (8) feet and shall be provided with adequate unobstructed maneuvering areas to permit easy access to the space.
 - f. In no instance shall credit for motorcycle or bicycle parking or combination thereof exceed five percent (5%) of the total required parking spaces.
- C. Required Improvements. All parking areas and access driveways shall have a smoothly graded, stabilized and dustless surface with adequate drainage so that injury will not be caused to adjacent properties. Bumper guards or curbs shall be provided in order to define parking spaces or limits of paved areas.

Also refer to Section 54.03 of this Chapter for Improvement of Parking Areas.

- D. Screening and Landscaping. All open automobile parking areas which abut upon a public street right-of-way shall provide landscaping to a depth of at least ten (10) feet of said street right-of-way and of any adopted plan line, with openings for walkway or drive purposes. Each landscaped planter in said parking facility shall be contained with a six (6) inch raised concrete curb (extruded curbing not permitted). Installation of an irrigation system shall be provided for in each planter area.
- E. Lighting. All lights used to illuminate a parking area shall be designed, located and arranged so as to reflect the light away from any street and any adjacent premises.
- F. Signs. Directional signs are permitted in parking areas in accordance with the adopted Sign Ordinance.
- G. Fencing. A solid masonry wall a minimum height of six (6) feet shall be required on all common property lines when any parking area is established abutting residentially zoned property or property shown on the adopted General Plan as being Residential. The architectural design of said wall shall be to the approval of the Planning Commission through the Site Development Permit process in accordance with Subsection 57.03, Site Development Permits and Minor Site Development Permits, of this Chapter.
- H. Angles and Dimensions
 1. Vehicle Overhang. Vehicles may overhang two (2) feet into any landscape area or private walkway if the walkway is a minimum six (6) feet in width, but in no event shall the overhang be permitted within any public right-of-way.

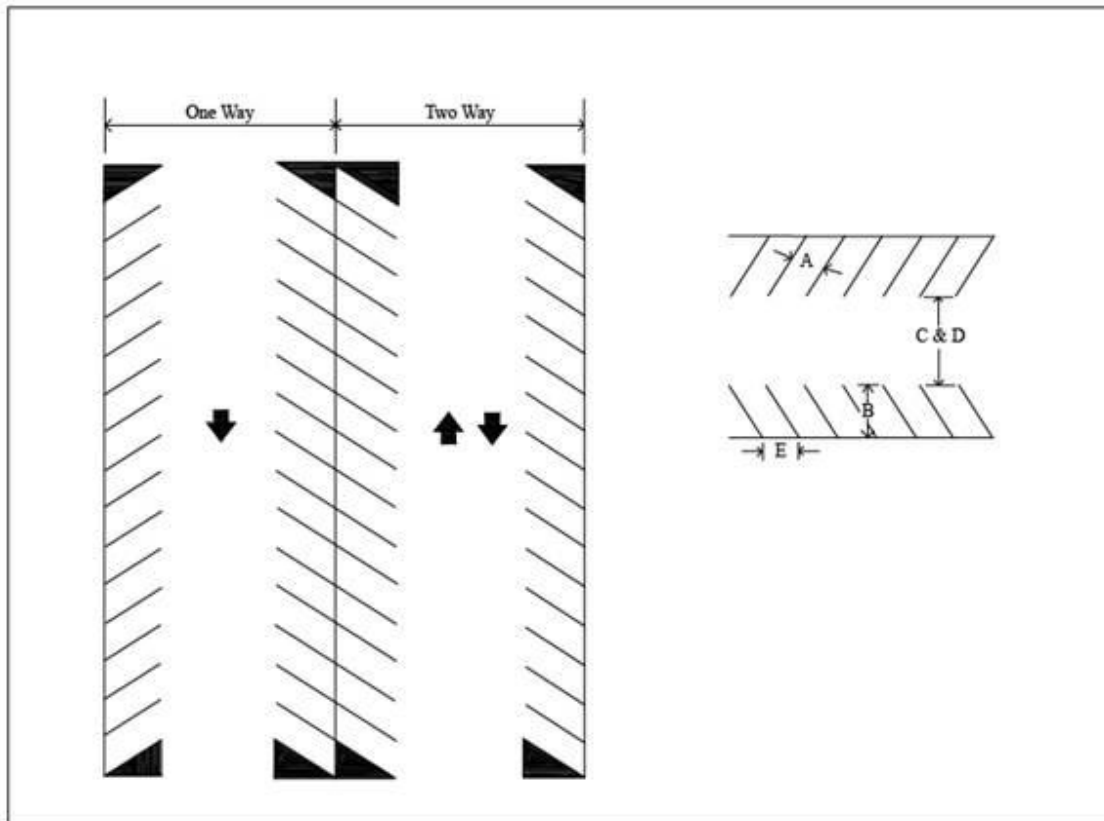
2. Stall and drive aisle dimensions. The stall and drive aisle dimensions shall be as follows:

Table 53.13-1
Parking Stall and Drive Aisle Dimensions

Angle	A ¹ Stall Width	B ¹ Stall Depth	C ¹ Aisle Width 1 Way	D ¹ Aisle Width 2 Way	E ¹ Curb Length per Car
Standard size:					
0°	9'	9'	12'	16'	22'
45°	9'	19.5'	12'	22'	12'
60°	9'	21'	18'	22'	10.5'
90°	9'	18'	24'	24'	9'
Compact size: [See Subsection 53.07(B)]					
0°	7.5'	7.5'	12'	15'	17'
45°	7.5'	16'	13'	20'	8.5'
60°	7.5'	17'	15'	20'	8.5'
90°	7.5'	15'	20'	20'	7.5'

¹ Reference to Figure 53.13-1, Parking Stall and Drive Aisle Dimensions

**Figure 53.13-1
Parking Stall and Drive Aisle Dimensions**



3. Backing Space in Residential Projects. A minimum unobstructed vehicular maneuvering distance of 25 feet measured from the opening of the garage or carport shall be provided, except as otherwise permitted in this section.
4. Parking Structures. The parking stall and drive aisle dimensions for Parking Structures, as defined in this Chapter, may be modified with the approval of a Conditional Use Permit in accordance with Section 57 of this Chapter.

(Ord. No. 38.815, § 2, 9-2-14; Ord. No. 38.785, § 7, 4-7-09)

XI-10-53.15 Allowed Reductions to Required Parking for Lodging Uses

- A. Allowed Reductions to Minimum Required Parking. The required parking for lodging uses, including hotels, motels, and extended stay hotels, may be reduced by up to 30 percent at the discretion of the decision-making authority based on a demonstrated program to reduce demand for on-site parking and maximize the efficient use of parking areas. A reduction in required parking shall be granted based on a point system as described in Subsection XI-10-53.15.C.
- B. An applicant requesting a reduction to the minimum required parking for a lodging use shall submit a written description of all proposed parking demand reduction and site design measures and a written justification of the anticipated reduction in parking demand that would result from implementation of such measures.

- C. Point System for Calculation of Parking Reduction. The decision-making authority may grant a reduction in the required number of parking spaces for lodging uses, as outlined in Table 53.15-1, according to the total number of points scored for implementation of parking demand reduction and site design measures.

Table 53.15-1
Point System for Parking Reduction for Lodging Uses

Total Points	Allowed Parking Reduction
60 points or more	30 percent
40 points or more	20 percent
20 points or more	10 percent

1. Parking Reduction for Lodging Near Fixed Guideway Transit. A parking reduction may be granted for a lodging establishment within one-half (0.5) mile of a fixed guideway transit station. Fixed guideway transit means a public transit facility that uses and occupies a separate right-of-way or rail line for the exclusive use of public transit vehicles (15 points).
2. On-Site Parking Demand Reduction and Site Design Measures for Lodging Uses. Any combination of the following measures may be incorporated into the site plan and operational plan for a hotel, motel, or extended stay hotel to support a reduction in the minimum required on-site parking:
 - a. Shared parking agreement with owners of other property or properties in the vicinity of the lodging establishment pursuant to Subsection XI-10-53.11, Shared Parking, of this Chapter. The shared parking spaces must be located within 0.25 mile of the lodging use (10 points for a number of shared parking spaces totaling between 10 and 20 percent of the base parking space requirement for the lodging use; 15 points for a number of shared parking spaces totaling more than 20 percent of the base parking space requirement for the lodging use).
 - b. Providing free monthly transit passes for employees. To qualify for this measure a lodging use must be located within 0.5 mile of a transit route (bus or rail) with service frequency of every 15 minutes or less between the hours of 7:00 a.m. and 7:00 p.m. (10 points).
 - c. Providing free 24-hour airport guest shuttle service (10 points).
 - d. Providing free guest shuttle service to other key destinations (including but not limited to BART and VTA light rail stations, San Jose Diridon Caltrain Station, Levi's Stadium, and major commercial centers) (5 points for shuttle service serving one or two destinations, 10 points for shuttle service serving three or more destinations).
 - e. Providing free shared cars for guest use with dedicated, permanent on-site parking spaces for the shared cars. To qualify for this measure the lodging use must provide at least one shared car for every 50 guest rooms (when applying this calculation, any fractional number of required shared cars shall be rounded up to the nearest whole number) (10 points).
 - f. Providing on-site, free micromobility devices for guest use. To qualify for this measure the lodging use must provide at least one shared micromobility device for every 50

guest rooms (when applying this calculation, any fractional number of required shared micromobility devices shall be rounded up to the nearest whole number). The operator of the lodging establishment shall obtain approval from the Planning Director or designee for the proposed placement and use of micromobility devices prior to commencing operations. The operator of the lodging establishment shall maintain micromobility devices in good working order at all times (5 points).

- g. Providing valet parking (on-site or at an off-site shared parking location) (5 points for a number of valet parking spaces totaling between 10 and 20 percent of the base parking space requirement for the lodging use; 10 points for a number of valet parking spaces totaling more than 20 percent of the base parking space requirement for the lodging use).
- h. Mechanical lifts for vehicles (if provided, lifts must be operated by staff of the lodging establishment) (5 points for a number of mechanical lift spaces totaling between 10 and 20 percent of the base parking space requirement for the lodging use; 10 points for a number of mechanical lift spaces totaling more than 20 percent of the base parking space requirement for the lodging use).
- i. Charging a daily fee of \$25 or more for on-site parking of guest vehicles (10 points).
- j. Offering prepaid transit cards (Clipper) to guests (5 points).
- k. Featuring public transportation information and links on lodging establishment's website (schedules and route maps for Valley Transportation Authority [VTA] bus and light rail and/or Bay Area Rapid Transit [BART] regional rail) (3 points).
- l. Providing dedicated on-site passenger pickup/dropoff zones (3 points).
- m. Active marketing of guest shuttle services, on-site shared cars, and/or on-site shared micromobility devices, via the lodging establishment's website and other electronic and/or print advertising materials (3 points).
- n. Other measures as proposed by lodging establishment operator (points to be determined by the decision-making authority based on the potential for parking demand reduction of the proposed measure).

SECTION 9. ADOPTION OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SUBSECTION 54.18

Title XI, Chapter 10, Section 54 (General Provisions), Subsection XI-10-54.18 (2023-2031 Housing Element Sites) of the Milpitas Municipal Code is hereby added as follows:

XI-10-54.18 - 2023-2031 Housing Element Sites

- A. Reused Sites. Reused sites are opportunity and rezone sites listed in the City of Milpitas 2023-2031 Housing Element, Appendix E, Tables E-13 and E-14 that are identified for lower-income housing capacity and as a 5th Cycle Housing Element site. On these reused sites, owner-occupied and rental multi-family housing uses shall be allowed by right (i.e., without any discretionary review) when at least 20 percent of the units will be affordable to lower income households.
- B. Rezone Sites. Rezone sites are listed in the City of Milpitas 2023-2031 Housing Element, Appendix E, Table E-14 that are identified for lower-income housing capacity. On these rezone sites, the following shall apply:
 - 1. Owner-occupied and rental multi-family housing uses shall be allowed by right (i.e., without any discretionary review) when at least 20 percent of the units will be affordable to lower income households.
 - 2. 100 percent residential use is allowed.
 - 3. A minimum of 50 percent of the floor area in mixed-use projects must be occupied by residential use.

SECTION 10. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 56

Title XI, Chapter 10, Section 56 (Nonconforming Buildings and Uses) of the Milpitas Municipal Code is hereby amended to read as follows:

Section 56 - Nonconforming Buildings, Uses, and Parcels*

XI-10-56.01 Purpose and Intent

The purpose of this chapter is to establish regulations for nonconforming buildings, structures and uses. It is the intent of these regulations to result in the conversion of nonconforming buildings, structures, and uses to conforming buildings, structures and uses. However, the City recognizes that until nonconforming buildings, structures, and uses are converted, improvements to them which promote their compatibility with their neighborhoods, enhance the quality of development, and do not increase nonconformity should be encouraged and allowed.

XI-10-56.02 Repair, Maintenance and Improvements to Nonconforming Buildings and Structures

A nonconforming building or structure may be maintained, except as otherwise provided in this section.

- A. Repair, Maintenance, Aesthetic Improvements. Repairs and alterations may be made to a nonconforming building or structure, provided that no structural alterations shall be made except those required by law or ordinance.
- B. Energy Efficiency and Sustainability Upgrades. Improvements may be made to a nonconforming building or structure related to improving the energy efficiency, reducing the energy usage, and reducing the greenhouse gas emissions impact of the building or structure.
- C. Restoration of Damaged Buildings. A nonconforming building or structure which is damaged or partially destroyed by fire, flood, wind, earthquake, or other calamity or act of God or the public enemy, to the extent of not more than seventy-five (75%) percent of its true value at that time, may be restored and the occupancy or use of such building, structure or part thereof, which existed at the time of such partial destruction, may be continued or resumed, provided the total cost of such restoration does not exceed seventy-five (75%) percent of the true value of the building or structure at the time of such damage and that such restoration is started within a period of one (1) year and is diligently prosecuted to completion.

In the event such damage or destruction exceeds seventy-five (75%) percent of the true value of such nonconforming building or structure, no repairs or reconstruction shall be made unless every portion of such building or structure is made to conform to all regulations for new buildings in the district in which it is located.

Provided, however, that any multistory single-family residence, which is subject to the provisions of the hillside section of this Title (Section XI-10-45), may be rebuilt to its approved height and setbacks and is not subject to the single-story height restrictions or other restrictions in the Zoning Title currently in effect, but shall conform to those regulations in effect at the time the structure was built.

- D. Additions to, Enlargements and Moving of Nonconforming Buildings and Structures.
 - 1. In the R1, R2 and R1-H Districts, a legal nonconforming building or structure shall not be added to or enlarged in any manner unless the addition or enlargement conforms to all development standards and regulations of the district in which it resides, including, but not limited to height, yard setbacks, maximum lot coverage, impervious surface coverage, and maximum size of residence regulations of said district. In addition, a legal nonconforming building or structure shall not be added to or enlarged unless existing front yard paving is brought into conformance.
 - 2. In all districts other than the R1, R2, and R1-H, a legal nonconforming building or structure may be added to or enlarged in a manner consistent with the criteria established in Table XI-10-57.04-1 and if a Conditional Use Permit is obtained.
 - 3. A building or structure lacking adequate automobile parking space in connection therewith may be altered or enlarged provided the required additional automobile parking space is supplied as per Section XI-10-53 for the entire building or use, including the addition or enlargement.

4. A nonconforming building or structure shall not be moved in whole or in part to any other location on the lot unless every portion of such building or structure is made to conform to all regulations of the district in which it is located.

XI-10-56.03 Nonconforming Use of Buildings and Structures

- A. The continuation or change of a nonconforming use of a building or structure shall meet the requirements provided below.
 1. Continuation of Existing Nonconforming Use. A legally established use that is no longer permitted in a particular zoning district because of a modification of this Chapter shall be allowed to continue indefinitely, absent discontinuation of the use for a year or more and failure to comply with the re-establishment provisions of Section XI-10-56.03(B) below.
 2. Discontinuation of Nonconforming Use. The nonconforming use of a building, structure or portion thereof, which is discontinued for a continuous period of one (1) year or more, may be replaced only with a conforming use, absent an approved nonconforming use reestablishment set forth in Section XI-10-56.03(B) below. Nonconforming uses which have been discontinued for a period of less than one (1) year may be replaced, if (1) with a nonconforming use of the same use classification as a matter of right or (2) a nonconforming use of a different use classification, subject to compliance with the findings and procedures set forth Section XI-10-56.03(B).
 3. Changes of Use Within the Same Use Classification. An existing, ongoing nonconforming use may be changed to a different use within the same use classification. For example, a nonconforming auto repair shop use may be changed to a tire shop use, since both uses fall within the same use classification (auto service uses).
 4. Change of Use to a Different Nonconforming Use Classification. An existing, ongoing nonconforming use may be changed to a nonconforming use of a different use classification only if it can be found that the proposed use is equivalent to or more appropriate than the existing nonconforming use at the project location. The proposed use may be allowed only by way of a conditional use permit and only if, in addition, all of the following findings can be made:
 - a. The proposed nonconforming use would not cause a nuisance to the surrounding properties and district (e.g., excessive parking demand, traffic, noise, etc.).
 - b. The proposed nonconforming use would be compatible with the general character of the surrounding neighborhood or district.
 - c. The proposed nonconforming use is necessary to allow gainful economic use of structures or improvements until such structures or improvements can be permanently converted to conforming uses.
- B. Re-establishment of Discontinued Nonconforming Uses Within the Milpitas Metro Specific Plan Area (Sunsetting Provision).
 1. Once discontinued for a year or more, nonconforming uses only within the Milpitas Metro Specific Plan Area may be re-established if all of the following findings can be made:

- a. The proposed re-establishment of a nonconforming use would not cause a nuisance to the surrounding properties and district (e.g., excessive parking demand, traffic, noise, etc.).
- b. The proposed re-establishment of a nonconforming use would be compatible with the existing general character of the surrounding neighborhood or district.
- c. The proposed re-establishment of a nonconforming use is necessary to allow gainful economic use of structures or improvements until such structures or improvements can be permanently converted to conforming uses.

In addition to the above findings, the re-establishment of a discontinued nonconforming use may only be approved by the Planning Commission by way of a conditional use permit, with the above additional findings, if (1) the proposed use lies within 1,000 feet of any residential use or (2) the proposed use would require conditional use permit review under current zoning requirements for the zoning district listed in the zoning map in existence at the time the use became nonconforming. The re-establishment of a discontinued nonconforming use may be approved administratively by Planning Division staff in all other circumstances, contingent on the existence of findings by Planning Division staff that the above listed grounds for re-establishment exist.

- 2. This Section XI-10-56.03(B) shall become inoperative July 1, 2026, and shall be considered repealed on that date, unless a later enacted ordinance that becomes effective on or before July 1, 2026, deletes or extends that date. All other provisions of Section XI-10-56.03 shall be unaffected by this sunset clause.

C. Expansion of Assembly Uses in the Heavy Industrial (M2) Zoning District.

- 1. Assembly uses approved after February 7, 2017, that are rendered legally non-conforming may expand in floor area up to 25 percent of existing floor area until December 31, 2020. Such expansions shall require approval of a Site Development Permit and Conditional Use Permit by the Planning Commission in accordance with the provisions of Section 57 "Applications."

XI-10-56.04 Nonconforming Use of Land

- 1. Continuation of Use. The nonconforming use of land (where no main building is involved), existing at the time the Ordinance codified in this section became effective, may be continued for a period of not more than five (5) years therefrom, provided:
 - a. That no such nonconforming use of land shall, in any way, be expanded or extended either on the same or adjoining property.
 - b. That, if such nonconforming use of land, or any portion thereof, is discontinued or changed, any future use of land shall be in conformity with the provisions of this Chapter.
 - c. That any sign, billboard, commercial advertising structure or statuary, which is lawfully existing and maintained prior to January 26, 1954, may be continued, although such use does not conform with the provisions hereof; provided, however, that no structural alterations are made thereto and provided, further, that all such nonconforming signs, billboards, commercial advertising structures and statuary, and their supporting members, shall be completely removed from the premises not later than five (5) years from the effective date of the Ordinance codified in this section.

2. Nonconforming Due to Reclassification. The foregoing provisions of this section shall also apply to buildings, structures, land, or uses which hereafter become nonconforming due to any reclassification of districts under this Chapter or any subsequent change in the regulations of this Chapter; provided, however, that where a period of years is specified in this section for the removal of nonconforming buildings, structures, or uses, said period shall be computed from the date of such reclassification or change.

XI-10-56.05 Nonconforming Parcels

- A. Legal Building Site. A nonconforming parcel that does not comply with the applicable lot requirements for the zone (e.g., lot area, lot width, etc.) in which it is located shall be considered a legal building site if it meets at least one of the following:
 1. The parcel was created by a recorded subdivision;
 2. The parcel is under one ownership and of record, and was legally created by a recorded deed prior to the effective date of the zoning amendment that made the parcel nonconforming; or
 3. The parcel was approved through a variance procedure or resulted from a lot line adjustment.
- B. Development of Legal Building Sites. A legal building site may be developed provided that any structure or development complies with the standards for the zone unless standards are specifically waived or altered through a variance or as otherwise allowed by the zoning ordinance.
- C. Subdivision or Adjustment of a Nonconforming Parcel. No subdivision or lot line adjustment shall be approved that would increase the nonconformity of an existing parcel.

SECTION 11. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 3.03

The Zoning Map of the City of Milpitas, as amended, which was adopted as part of Ordinance No. 38, enacted as Title XI, Chapter 10, Section 3.03 of the Milpitas Municipal Code (“Zoning Map”), is hereby amended by rezoning the land use designation of only those parcels depicted within the depicted map as attached hereto in **Exhibit A**.

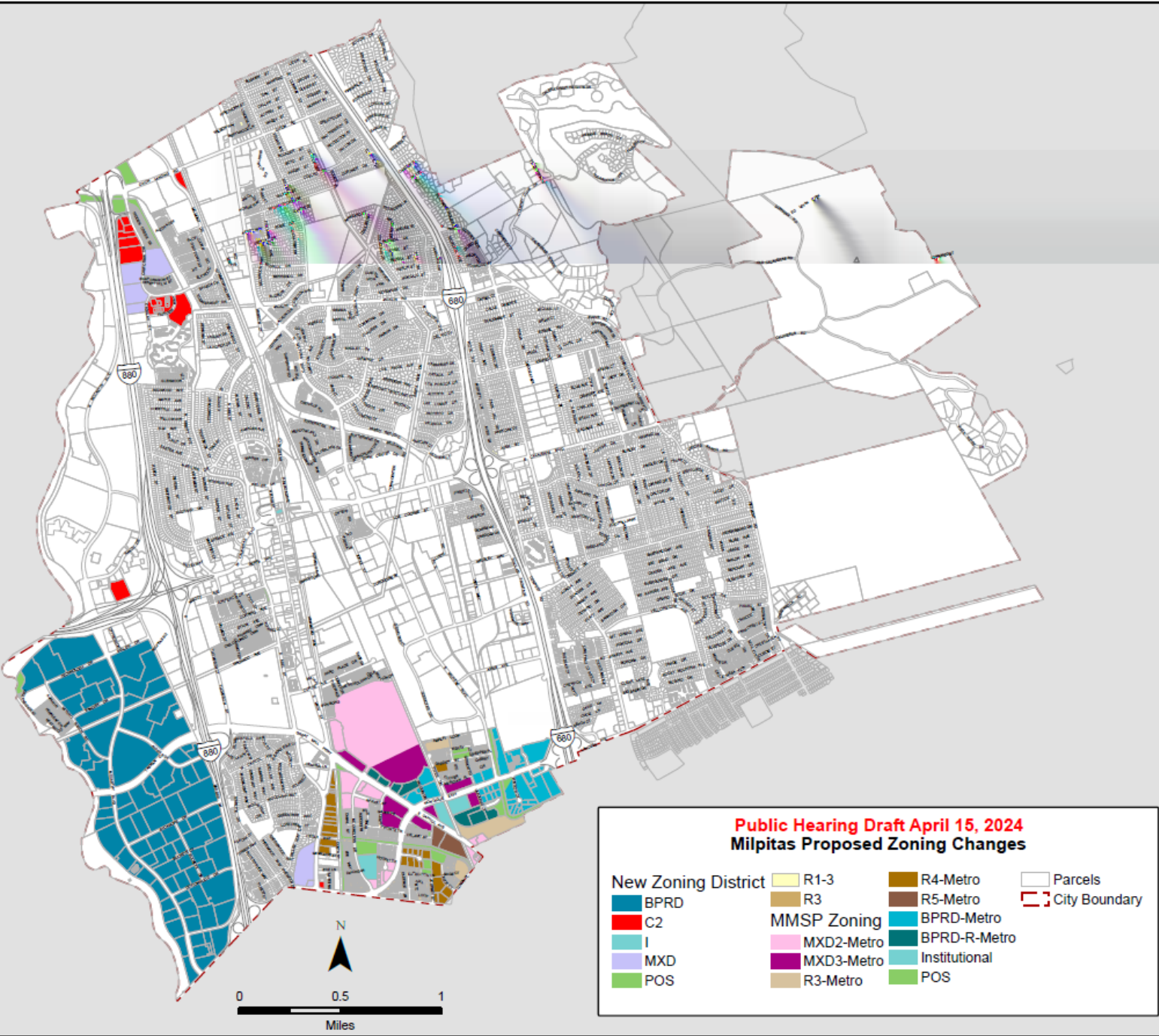
SECTION 12. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision, or part has no effect on the validity of the remainder.

SECTION 13. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The City Council hereby directs the City Clerk to cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

Exhibit A: Zoning Map Amendments





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve an Agreement with Rexel for Variable Frequency Drive Preventative Maintenance Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	6/18/2024
Recommendation:	Approve and authorize the City Manager to execute a Maintenance Services Agreement with Rexel for variable frequency drive preventative maintenance services in the amount of \$252,263.59 for a five-year period, subject to the annual appropriation of funds.

BACKGROUND:

A variable frequency drive water pump, or a VFD water pump, is a type of pump that is designed to regulate the speed and output of the pump according to the specific needs of the system. This is achieved by using a variable frequency drive controller that can adjust the speed of the motor that powers the pump. The City owns and operates several of these VFDs at our water, storm, and sewer pump stations. On July 1, 2019, the City entered into a five-year contract with Naz & Company dba True Blue Automation Services to provide Variable Frequency Drive (VFD) preventative maintenance services. The contract is set to expire on June 30, 2024. As such, Public Works staff coordinated with the Purchasing Division to issue an Invitation for Bids (IFB) in order to provide continued VFD preventative maintenance services at City facilities.

The proposed agreement would be for a five (5) year period, fixed price contract for annual preventative maintenance services based on satisfactory performance at Main Lift Sewer Pump Station, Bellew Stormwater Pump, and Gibraltar and SFWD Zone 2A Water Pump Stations. All VFDs are to be maintained and inspected on a scheduled rotation. Annual preventive maintenance services performed on the City's VFDs lessen the likelihood of equipment failure and help control costs by prolonging each VFD's useful life. The services to be provided for each VFD include cleaning, visual inspections, system checks, operation checks, and testing.

ANALYSIS:

The Purchasing Division released an Invitation for Bids (IFB) for Variable Frequency Drive Preventative Maintenance on March 11, 2024. The IFB was advertised through the City procurement platform, OpenGov Procurement, with a proposal due date of April 4, 2024; no proposals were received. As authorized by City Municipal Code I-2-3.08(f) and by the City Purchasing Agent, staff went to the open market to seek out proposals from qualified vendors and negotiated a scope of services with Rexel for a not-to-exceed amount of \$252,263.59.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve and authorize the City Manager to execute maintenance services agreement with Rexel.

Pros: None.

Cons: The City VFDs may realize an increase in costly repairs and a decrease in reliability supporting critical City facilities.

Reason not Recommended: The City does not have the resources to maintain the VFDs at the level that is needed. By utilizing a vendor, all of the equipment for testing is kept up-to-date meeting OSHA standards.

FISCAL IMPACT:

Sufficient funding is available in the Public Works Department operating budget for FY2024-2025. Ongoing annual costs will need to be approved and appropriated by City Council on an annual basis, subject to the appropriation of funds.

Contract Term	Amount
Year 1	\$ 47,515.00
Year 2	\$ 48,940.45
Year 3	\$ 50,408.67
Year 4	\$ 51,920.92
Year 5	\$ 53,478.55
Not-to-Exceed Amount	\$252,263.59

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is continuing administrative or maintenance activity and is not a project pursuant to Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATION:

Approve and authorize the City Manager to execute a Maintenance Services Agreement with Rexel for Variable Frequency Drive preventative maintenance services in the amount of \$252,263.59 for a Five-Year Period, subject to the annual appropriation of funds.

ATTACHMENT(S):

Maintenance Services Agreement with Rexel

**CITY OF MILPITAS
MAINTENANCE SERVICES AGREEMENT
CONTRACT NO. 24-071**

1. PARTIES AND DATE.

This Agreement is made and entered into this day of _____ by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”) and **Rexel**, a California corporation with its principal place of business at **540 Martin Avenue, Santa Clara, CA 95050** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Variable Frequency Drive Preventative Maintenance** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Variable Frequency Drive Preventative Maintenance** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Variable Frequency Drive Preventative Maintenance** services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term of this Agreement shall be from **the Date first written above to June 30, 2029**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

Contractor shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date.

3.2 **Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Elaine Marshall**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Bob Schmidt**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the

indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements application to "portable

equipment”, which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall comply with the CARB’s regulation regarding the use of off-road diesel fueled fleets, sections 2449, 2449.1, and 2449.2 of Title 13 of the California Code of Regulations. Contractor shall provide the City with a Certificate of Reported Compliance for all applicable vehicles used by Contractor or any subcontractor with diesel-fueled or alternative diesel fueled off-road compression-ignition engines with a maximum power of 25 horsepower or greater provided the vehicles cannot be registered and driven safely on-road or were not designed to be driven on-road, even if they have been modified so that they can be driven safely on road. Noncompliant fleets are prohibited from being used on the Project. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor’s Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City’s ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor’s non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit “D” (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit,

and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Fifty-Two Thousand Two Hundred Sixty-Three Dollars and Fifty-Nine Cents (\$252,263.59)** without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations.

Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Rexel
540 Martin Avenue
Santa Clara, CA 95050
Attn: Bob Schmidt

City:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against

the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee,

commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it

employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

3.5.20 Federal Provisions. [Reserved].

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND REXEL**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

REXEL

Signature

Name

Title

Date

Approved:

Luz Cofresi-Howe
Finance Director/Risk Manager

Approved As To Content:

Christian Di Renzo, Director of Public Works

EXHIBIT “A” SCOPE OF SERVICES

Overview

Contractor to furnish labor, equipment, tools, and materials necessary to provide Variable Frequency Drive (VFD) Preventative Maintenance Services on an Annual Contract. All services performed will be to ensure that the City’s VFDs are operating efficiently and effectively according to the manufacturer’s standards and specifications.

The selected Contractor shall provide five (5) years of preventive maintenance services, repairs, replacements, and troubleshooting services for the City’s water and wastewater pump stations’ Variable Frequency Drives (VFD). Annual preventive maintenance services will be scheduled at least 48 hours in advance.

Locations and Equipment Listing

Annual preventive maintenance on pump station VFDs shall be performed at the following locations:

Location	Address	Model	Quantity
Main Lift Pump Station	1425 North McCarthy Boulevard	Allen-Bradley Model 700	4
Bellew Pump Station	481 Murphy Ranch Road	Allen-Bradley Model 700	2
Gibraltar Pump Station	641 Gibraltar Court	Allen-Bradley Model 700H	4
SFWD Zone 2A Pump Station	1429 E. Calaveras Blvd	Allen-Bradley Model 700	3

1.04 Scope of Services

A. General

1. The Contractor shall provide annual preventive maintenance services per the manufacturer’s written prescribed maintenance. There shall be no additional cost to the City for these services.
2. The Contractor shall accept all equipment “as is” and shall assume complete responsibility for its maintenance during the contract term.

3. All repairs required and not covered in the manufacturer's prescribed maintenance must be approved by the Public Works Maintenance Manager for Utilities.
4. All parts purchased that are not covered in the manufacturer's prescribed maintenance must be approved by the Public Works Maintenance Manager for Utilities.
5. All parts required in regular scheduled maintenance for each respective VFD shall be kept in stock by the Contractor and be available on site at each scheduled maintenance inspection.
6. All regular scheduled maintenance inspections shall be performed during normal business hours between 8:00 AM and 5:00 PM. A minimum notification of 48-hours for annual maintenance services shall be given to the Public Works Maintenance Manager for Utilities.
7. A written report, including a list of all items inspected and/or serviced; recommendations of repairs, and any corrections and/or modifications not covered under the manufacturer's prescribed maintenance, shall be submitted to the Public Works Maintenance Manager for Utilities and signed by the Technician performing regular scheduled maintenance inspection. A quote identifying recommended repairs and cost to complete the repairs shall be provided the Public Works Maintenance Manager for Utilities within five business days of service inspection.
8. All parts used during regular scheduled maintenance inspections, unscheduled service, and/or emergency repairs shall be new in container unless otherwise approved by the Public Works Maintenance Manager for Utilities.
9. The Contractor shall provide all tools and equipment necessary to perform maintenance service on all VFD equipment included in this contract.
10. Public Works Maintenance personnel will be on site at each scheduled preventive maintenance service and emergency service situation.
11. The manufacturer's prescribed maintenance programs shall be followed accordingly, unless otherwise approved by the Public Works Maintenance Manager for Utilities. Written copies of the respective manufacturer's maintenance schedules shall be submitted to the Public Works Maintenance Manager for Utilities..

B. Service Personnel

1. All technicians dispatched by the Contractor to perform regular scheduled maintenance inspections, unscheduled service, and/or emergency repairs shall be certified to perform maintenance and/or repairs on various manufacturers' VFD equipment included in this contract.
2. The Contractor shall not dispatch any personnel to provide maintenance and/or service that are not fully certified to provide maintenance and/or service on the various manufacturers of VFD equipment included in this contract.
3. The Contractor personnel shall wear identifiable uniforms at all times on City of Milpitas property. The Contractor personnel shall provide picture identification upon request at any time while on City property.

C. Annual Services

1. Annual preventive maintenance includes adjustments, service, or repairs to VFD equipment to return to operation status.
2. The Contractor shall provide one (1) annual preventive maintenance servicing at the locations listed in this IFB to perform specialized preventive maintenance, including system inspection, verification, and equipment cleaning. These services will be prescheduled and performed annually, onsite, and include, but not be limited to, the following:
 - i. Cleaning
 - i. Clean dust and debris inside the cabinet inside of drive.
 - ii. Clean drive enclosure interior, circuit boards, power circuit assemblies, and entire heat-sink with low pressure compressed air, vacuum, or approved solvents.
 - iii. Fully re-assemble components disassembled for cleaning, observing proper techniques for assembly specified by the manufacturer in the drive's service manual.
 - ii. Visual Inspections
 - i. Visually inspect and tighten all electrical (power and control) connections. Record any abnormalities.
 - ii. Visually inspect components for potential problems (broken, cracked, or burned parts).
 - iii. Visually inspect circuit boards and power assemblies for deterioration and overheating, including removal of circuit boards for full examination of all sides.
 - iv. Check for loose connections and signs of overheating.
 - v. Check ventilation fans for proper operation and clean filters (as needed).
 - vi. Check for moisture intrusion.
 - vii. Check for rodent/insect intrusion.
 - viii. Perform exterior and interior checks of the cabinet paint condition, door operations, seals and gaskets, checks of door mounted controls and switches, and exterior mounted generator receptacle check, if applicable.
 - ix. Confirm motor drive ventilation clearances have not been obstructed.
 - x. Confirm motor drive paneling and covers are in place and properly closed.
 - iii. System Checks
 - i. Re-torque power and control connections.
 - ii. Check board condition and clean (as necessary).
 - iii. Confirm DC bus capacitor integrity.
 - iv. Clean heat-sink fan and check fan operation and cooling.
 - v. Check bypass component condition.
 - iv. Operation Checks

- i. Input voltages
 - ii. Output current
 - iii. DC bus voltage
 - iv. DC bus ripple
 - v. Output frequency
 - vi. Output current
 - vii. DC Bus current
 - viii. Output voltage
 - ix. Drive temperature
 - x. Run time
 - xi. Last recorded fault
- v. Testing
 - i. Perform functional test in all modes of operation, including Hand/Local and Auto/Remote. During the functional test, perform a vibration test of all circuit boards and wiring assemblies.
 - a. The Contractor shall perform functional test **before work begins on drives and after work is completed.**
 - ii. Verify monitoring system with an Oscilloscope or ScopeMeter, running under normal load after maintenance is complete. Analyze input, DC bus, output, voltage, and current waveforms. Analyze power supplies. Verify all measurements for proper operation and record all information.
 - iii. Perform a calibration check and restore drive to factory specifications and application, including operational testing of the drive.
- vi. Record and report any deficiencies and provide the Public Works Maintenance Manager for Utilities with a quote to correct the conditions.
- 3. The Contractor shall complete a written report of findings, including recommendations, and submit to the City's Public Works Maintenance Manager for Utilities.

D. Testing Equipment

- 1. All test equipment shall be in good mechanical and electrical condition.
- 2. Use of true RMS measuring meters is required.
- 3. Accuracy of metering in test equipment shall be appropriate for the test being performed.

E. Additional Services/Emergency Repair Services

- 1. Additional services not included in the service contract shall be offered by the Contractor at the standard rates provided on the bid sheet on a Time-&-Material (T&M) basis.
- 2. In cases of Emergency Repair Services, Contractor service personnel shall confirm with Section B of this Scope of Work. Contractor technician shall provide phone consultation within one (1) of call from City Maintenance personnel and shall report to City location within three (3) hours or less to

conduct troubleshooting and emergency repair services as needed. Contractor shall be compensated at the Emergency Services rates provided.

F. Warranty

1. Performance Warranty

- i. The Contractor shall guarantee all work, equipment, and materials included in the service against any defects in workmanship; and shall satisfactorily correct, at no Cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work.
- ii. The warranty period shall commence upon date of acceptance, inspection, and approval by the City's Public Works Maintenance Manager for Utilities. If the Contractor is notified in writing of a deficiency in the work provided, within one (1) year from completion of the work, the Contractor shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the original charges for the work in question to the City, including the difference in cost, if any, to re-perform work if completed by another Contractor.

2. Material Warranty

- i. Parts furnished under the purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued models or materials are not acceptable.
- ii. The warranty period for Contractor provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is later. The warranty period shall commence upon date of acceptance by the City's Public Works Maintenance Manager for Utilities.
- iii. The Contractor shall provide the City's Public Works Maintenance Manager for Utilities with all manufacturers' warranty documents.

1.05 Codes and Standards

A. All tests shall be in accordance with the following codes and standards except as provided otherwise herein.

1. National Electrical Manufacturers Association (NEMA)
2. American Society of Testing & Materials (ASTM)
3. Institute of Electrical & Electronic Engineers (IEEE)
4. International Electrical Testing Association: Maintenance Testing Specification – MTS 1989
5. American National Standards Institute: National Electric Safety Code (ANSI-C2)
6. Insulated Cable Engineers Association (ICEA)
7. Association of Edison Illuminating Companies (AEIC)
8. Occupational Safety Health Administration (OSHA)
9. National Fire Protection Association (NFPA):
 - i. ANSI/NFPA 70: National Electrical Code
 - ii. ANSI/NFPA 70B: Electrical Equipment Maintenance

- iii. NFPA 70E: Electrical Safety Requirements for Employee Workplaces
- 10. State and local codes and ordinances

1.06 Performance Standards and Quality Assurance

A. Manufacturers' Standards

- 1. All preventive maintenance and repair services called for herein, unless otherwise stated in these specifications, shall be in accordance with the standards, methods, and procedures established in original manufacturers' operations, maintenance, and repair manuals. The installation of new equipment shall also follow the standards and procedures established by the applicable equipment manufacturers.

B. Equipment, Components, and Parts

- 1. Replacement equipment shall conform to industry standards. Replacement components and parts also must meet industry standards and be compliant with manufacturers' recommendations and meet manufacturers' requirements and shall not void the manufacturers' equipment warranty. All equipment, components, and parts must be new, free of defects, suitable for the intended service, at least compatible to that replaced, and must be able to function at the same or enhanced level, meeting or exceeding OEM specifications. Replacements of equipment, components, and parts may be subject to the City's approval.

C. Protection, Cleaning, and Restoration of Work Sites

- 1. The Contractor shall keep work sites clean and free of debris. When providing services, the Contractor shall maintain a level of cleanliness and neatness needed for proper execution of the work. The Contractor shall keep newly installed work clean and protect it from damage. When services are complete, the Contractor shall clean the work site in all areas disturbed by its activities, of rubbish, waste material, and litter; remove all tools, equipment, and surplus materials from the site; and remove any temporary protection and facilities installed during its services. Any surfaces and/or finishes that are damaged by the Contractor's work shall be patched, repaired, and repainted to match surrounding areas.

EXHIBIT “B”
SCHEDULE OF SERVICES

[RESERVED]

EXHIBIT “C”
COMPENSATION

The total compensation shall not exceed **Two Hundred Fifty-Two Thousand Two Hundred Sixty-Three Dollars and Fifty-Nine Cents (\$252,263.59)** without written approval of City Manager.

The total price provided is based on the purchase of the full scope of supply. Unless unit pricing is called out as an add or delete price, any itemized unit pricing is approximate and provided for informational purposes only and does not constitute an offer.

1.1 Invoicing Schedule

Description	Distributor Net Price
Thirteen (13) Low Voltage VFDs Preventative Maintenance per Quotation #30466093.1	
FY2024- 25 – Year-1 Upon Completion of PM Services [Health Check]	\$47,515.00
FY2025- 26 – Year-2 Upon Completion of PM Services [Health Check]	\$48,940.45
FY2026- 27 – Year-3 Upon Completion of PM Services [Health Check]	\$50,408.67
FY2027- 28 – Year-4 Upon Completion of PM Services [Health Check]	\$51,920.92
FY2028- 29 – Year-5 Upon Completion of PM Services [Health Check]	\$53,478.55
TOTAL:	\$252,263.59

EXHIBIT “D”

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement 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 the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

 Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 X Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

 Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

 X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

____ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

____ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

 X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

____ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

____ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

 X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

___ Bid Bond
___ Performance Bond
___ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

___ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect 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 Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

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 City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

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 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 Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or 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.

Special Risks or 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.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve the Santa Clara Countywide Food Recovery Program Memorandum of Understanding (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Elaine Marshall, Deputy Public Works Director, 408-586-2603)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	6/18/2024
Recommendation:	Authorize the City Manager to sign a Memorandum of Understanding between the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee member jurisdictions establishing ongoing management and operation of the edible food recovery program to comply with the requirements of Senate Bill 1383 (California's Short-Lived Climate Pollutant Reduction Strategy).

BACKGROUND:

California Senate Bill 1383 (SB 1383), which was signed into law in 2016, aims to reduce greenhouse gas emissions by significantly reducing organic waste disposal in landfills and addressing food insecurity by “rescuing” surplus food intended for landfill. SB 1383, along with mandated organics/food scraps collection, also requires jurisdictions to establish edible food recovery programs. According to the Department of Resources, Recycling and Recovery (CalRecycle), California sends 11.2 billion pounds of food to landfills annually, some of which is still fresh enough to have been recovered to feed people, while millions of Californians experience food insecurity. SB 1383 requires jurisdictions to establish programs to recover edible food that would otherwise be sent to landfills and that the programs provide this edible food to those experiencing food insecurity. The state goal is to reduce edible food going to landfill by 20%.

In November 2021, the City Council adopted Ordinance No. 48.22, amending Chapter 200 (Solid Waste Management) of Title V of the Milpitas Municipal Code, as required by SB 1383. The ordinance includes a section regarding edible food recovery requirements. All Santa Clara County jurisdictions adopted similar ordinances to ensure uniform requirements throughout the county. This simplifies the implementation of SB 1383 for businesses with locations in multiple cities and food recovery organizations that provide services in Santa Clara County.

The City of Milpitas is a member of the Technical Advisory Committee (TAC), which advises the Santa Clara County Recycling and Waste Reduction Commission on countywide solid waste and recycling issues. The TAC is comprised of all Santa Clara County cities and the County of Santa Clara. Since all jurisdictions must comply with SB 1383 requirements, all Santa Clara County jurisdictions use the TAC forum to work together to develop a countywide food recovery program and to share the costs of the program. Doing so leverages economies of scale, allows for efficiencies, and provides programmatic consistency across the county.

The resulting countywide food recovery program began implementation in 2022, the year SB 1383 became effective. An initial Memorandum of Understanding (MOU) was developed to fund the cost of the countywide edible food recovery program for a one-year period from July 1, 2023 to June 30, 2024. This initial MOU was executed by the City Manager, with the Milpitas share of program costs funded from the Public Works Department's FY 2023-24 budget. This initial MOU was a temporary solution to allow Santa Clara County jurisdictions more time to craft an ongoing Food Recovery Program, operating structure, and cost share.

This past year, the TAC evaluated multiple long-term funding mechanism and organizational structure options within the County and determined the current funding mechanism and organizational structure under the initial one-year MOU is the most cost-effective and efficient manner for participating jurisdictions to jointly administer and fund the food recovery program. The TAC also determined an MOU continues to be the most appropriate governance document to memorialize the terms and conditions, and to keep the successful countywide food recovery program operating.

ANALYSIS:

In 2023, all Santa Clara County TAC jurisdictions finalized the Countywide Food Recovery Program and drafted MOU language for an “evergreen” program, meaning the MOU and its terms and conditions would remain in effect until the jurisdiction withdraws from the agreement or the TAC terminates the agreement using the TAC Memorandum of Agreement organizational voting process. The resulting long-term MOU to be executed by all jurisdictions with an effective date of July 1, 2024 is attached (Attachment A). This document was discussed in depth by each jurisdictions’ program staff and reviewed by legal counsel/City Attorney’s offices from all participating jurisdictions. The long-term MOU formalizes the commitment of participating jurisdictions to make annual contributions to fund the proportional costs of the Countywide Food Recovery Program. Jurisdictions may also use the long-term MOU to contribute additional funds for optional program enhancements that will be considered and approved by the TAC annually as part of its annual workplan and budget process. Funding contributions will be collected by the County as the current Fiscal Agent for the TAC. The overall Countywide Food Recovery Program budget will not increase by more than ten percent (10%) from the prior year budget without prior approval by the County of Santa Clara Recycling and Waste Reduction Commission during its annual budget approval process. Milpitas’s share of Program costs is \$23,842 for FY 2024-25 and \$25,705 for FY 2025-26. The MOU specifies the terms and timing for jurisdictions to withdraw from the MOU and Program participation.

Per SB 1383, certain commercial edible food generators (e.g., wholesale food vendors, large grocery stores/supermarkets, large restaurants, large hotels with food facilities, large venues/events) are required to enter into contracts or written agreements with food recovery organizations or services that will collect edible food for recovery. Milpitas has 113 such food recovery generators. This MOU provides for base program services through the Countywide Food Recovery Program that include:

- Reviewing and updating the lists of generators
- Providing requirements for large events within each jurisdiction
- Providing information and data for inclusion in annual reports to CalRecycle
- Providing education and outreach to generators
- Coordinating with food recovery organizations to compile reports
- Conducting inspections and monitoring of generators and food recovery organizations
- Maintaining a list of food recovery organizations and services
- Preparing an annual report on program activities
- Connecting generators with food recovery organizations

In addition to the base program services, jurisdictions provide contributions toward infrastructure enhancements. Examples include grants to increase the food recovery capacity of food recovery organizations, and food waste prevention classes to provide food recovery tips and best practices.

Establishing a food recovery program is an SB 1383 mandate, and participating in the countywide program is the best option for the City of Milpitas to be in compliance. By working together, jurisdictions realize cost savings through economies of scale, are a part of a consistent countywide program, and take advantage of program efficiencies. All jurisdictions in Santa Clara County are participating in this food recovery program and paying into the program based on their number of food recovery generators. The Santa Clara County food recovery program is very successful and was showcased by CalRecycle as an example of how other regions in California might want to organize.

POLICY ALTERNATIVE(S):

Alternative 1: Do not participate in the MOU and create a standalone food recovery program for the City of Milpitas.

Pros: Creating an individual food recovery program allows for more customization and flexibility.

Cons: The costs for creating a standalone program would require more staff resources and local costs would be much higher than the cost of participating in the countywide program. If the City did not participate in the

countywide food recovery program, and did not establish its own food recovery program, the City would not be in compliance with SB 1383 and the State could impose daily fines until compliance was met.

Reason for Not Recommending: The City of Milpitas does not have the capacity, specialized knowledge, or funds required to create and operate a food recovery program. By participating in a coordinated effort with other participating cities in the County, Milpitas is able to take advantage of economies of scale and consistent services with surrounding cities. It is in the best interest of the City to continue to participate in the program.

FISCAL IMPACT:

The City of Milpitas received \$217,999 in non-competitive grant funding from CalRecycle for SB 1383 compliance activities and will use this grant funding for the next two fiscal years to fund the City's portion of the Countywide Food Recovery Program. Per the MOU, the Countywide Food Recovery Program will prepare a two-year budget. For FY 2024-25, Milpitas's contribution will be \$23,842, and for FY 2025-26 it will be \$25,705 for a total of \$49,547. Unless additional grant funding is made available by CalRecycle, funding for Program participation beyond FY 2024-25 will come from the Solid Waste Fund (Fund 280).

California Environmental Quality Act (CEQA):

The item is exempt from CEQA as there will be no physical change to the environment.

RECOMMENDATION:

Authorize the City Manager to sign a Memorandum of Understanding between the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee (TAC) member jurisdictions, establishing ongoing management and operation of the edible food recovery program to comply with the requirements of SB 1383 (California's Short-Lived Climate Pollutant Reduction Strategy).

Attachment(s):

Attachment A: Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Countywide Food Recovery Program

**MEMORANDUM OF UNDERSTANDING
AMONG LOCAL PUBLIC AGENCIES
IN SANTA CLARA COUNTY
FOR COUNTYWIDE FOOD RECOVERY PROGRAM**

This Memorandum of Understanding ("MOU") is entered into by and between the cities of Cupertino, a municipal corporation of the state of California; Gilroy, a municipal corporation of the state of California; Los Altos, a municipal corporation of the state of California; Milpitas, a municipal corporation of the state of California; Morgan Hill, a municipal corporation of the state of California; Mountain View, a municipal corporation of the state of California; Palo Alto, a municipal corporation of the state of California; San José, a municipal corporation of the state of California; Santa Clara, a municipal corporation of the state of California; Sunnyvale, a municipal corporation of the state of California; the West Valley Solid Waste Management Authority (on behalf of the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos); the Town of Los Altos Hills, a municipal corporation of the state of California; and the County of Santa Clara, a political subdivision of the State of California; collectively "Parties" or individually as a "Party."

RECITALS

- A. The signatory Parties are also "PARTIES" to the Memorandum of Agreement ("MOA") entered into on June 14, 2013 for the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee ("TAC"), which is a separate Committee created to assist the County of Santa Clara Recycling and Waste Reduction Commission ("RWRC" or "Commission") that advances the interests of Party Jurisdictions by performing technical and policy review to inform parties and advise the Commission on solid waste management issues, and bring together varied expertise and viewpoints for planning and implementing the Commission approved annual workplan and budget. The MOA, which remains in effect, is attached hereto and incorporated herein by reference as Exhibit B.
- B. California's Short-Lived Climate Pollutant Reduction law (SB 1383, Lara, Chapter 395, Statutes of 2016) establishes methane reduction targets for California, including a target to increase recovery by 20 percent of currently disposed edible food for human consumption by January 1, 2025.
- C. To meet the mandated statewide goal, SB 1383 requires each Jurisdiction in California to establish and monitor a robust food recovery program, which will strengthen the relationships between commercial edible food generators and food recovery organizations within their communities, requiring certain food businesses to send the maximum amount of edible food they would otherwise dispose to food recovery organizations and/or services.
- D. The Parties have previously agreed to jointly administer and fund the cost of a countywide edible Food Recovery Program (the "Program") through the Memorandum of Understanding Among Local Public Agencies in Santa Clara County for Food Recovery Program Costs entered into and covering the time period of July 1, 2023 to June 30, 2024 ("Former MOU") to satisfy their respective obligations under SB 1383 and the corresponding regulations. The Former MOU is attached hereto as Exhibit C.
- E. The Parties desire to execute this MOU to ensure ongoing operation of the countywide food recovery program to provide for their respective share of costs for the Program.

- F. The West Valley Solid Waste Management Authority (“Authority”) was established by the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos (collectively referred to as the “Member Agencies”), pursuant to the provisions of the Joint Exercise of Powers Act (Title 1, Division 7, Article 1, Section 6500 et seq. of the California Government Code) to arrange for and manage the waste reduction, collection, reuse, disposal, recycling, and diversion of discarded materials originating in the participating municipalities; and in furtherance of that purpose, the Member Agencies and the Authority have entered into agreements authorizing the Authority to act as the representative of the Member Agencies in the Food Recovery Program.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. PURPOSE OF THE MOU

The purpose of this MOU is to establish a system of:

- 1) Ongoing management and operation of the Food Recovery Program.
- 2) Payment by the Parties for their share of the costs for implementation of the Program.

SECTION 2. EFFECTIVE DATE

This MOU shall be effective on July 1, 2024 (“Effective Date”), shall supersede the Former MOU, and shall automatically renew each year for all Parties, unless a Party withdraws, in accordance with Section 20 (Withdrawal From MOU) and subject to a Party’s annual appropriations of funds.

SECTION 3. DEFINITIONS

The original 2013 Memorandum of Agreement entered into between the parties (and as may be amended from time to time) defined in detail the duties of the TAC Administrator, Contracting Agent, and Fiscal Agent, and those definitions from the MOA shall apply to this MOU. For ease of reference, those definitions are summarized below.

- 3.1 The TAC Administrator provides administration and management services to the TAC and carries out the annual workplan.
- 3.2 The Contracting Agent executes contracts with outside contractors, including the Administrator and the Fiscal Agent that have been requested and approved by the Implementation Committee.
- 3.3 The Fiscal Agent serves as the treasurer of the countywide funds and is responsible for collecting the Solid Waste Planning Fee from all solid waste disposal facilities and non-disposal facilities located within Santa Clara County.
- 3.4 The Program Manager is the entity contracted by the Contracting Agent on behalf of the RWRC to implement the Santa Clara County Food Recovery Program.

Other terms used in this MOU that relate to the Food Recovery Program (e.g., including but not limited to the term “Jurisdictions”) are used as defined in SB 1383 and any implementing regulations, as may be amended from time to time.

SECTION 4. RESPONSIBILITIES OF THE TAC ADMINISTRATOR AND CONTRACTING AGENT

5.1 The TAC Administrator will provide administration and management of the Program. These duties include overseeing the work of the Program, development of the biennial budget, and inclusion of the Program in the annual work plan and budget. The costs to perform these duties will be included in the annual work plan and budget.

5.2 Contracts executed by the Contracting Agent with the Program, TAC Administrator and Fiscal Agent will be based on the approved budget for the Program. The Contracting Agent will provide an invoicing system to pay the Program Manager, TAC Administrator, and Fiscal Agent. The Contracting Agent shall provide the TAC Administrator with the proposed costs to perform these duties. The signatory Parties to this MOU (except when acting in their authorized capacities as Contracting Agent, TAC Administrator, and Fiscal Agent) are not direct parties to the third-party contracts entered into by those agents.

SECTION 5. RESPONSIBILITIES OF THE FISCAL AGENT

The Fiscal Agent will collect and receive funds from the Parties for implementation of the Countywide Food Recovery Program. The Countywide Food Recovery Program Funds will be segregated from the Countywide Solid Waste Program Funds in separately numbered and coded accounts that are readily identifiable as those containing Countywide Food Recovery Program Funds or Countywide Solid Waste Program Funds. The Fiscal Agent shall not expend, use or transfer any funds except in accordance with the annual work plan and budget.

The Fiscal Agent shall provide the TAC Administrator with the proposed costs to perform these duties.

SECTION 6. RESPONSIBILITIES OF THE PROGRAM MANAGER

The Program Manager will implement the Santa Clara County Food Recovery Program as described in Exhibit A.

SECTION 7. RESPONSIBILITIES OF THE PARTIES

The Parties will share costs of implementing the Program as described in Section 9 and undertake the duties assumed by the Jurisdictions as described in Exhibit A.

SECTION 8. BIENNIAL BUDGET

The TAC Administrator will prepare a biennial (two-year) budget that encompasses costs for the Program and Program Manager, the TAC Administrator, the Contracting Agent/Administration, and the Fiscal Agent. Approval of the biennial budget shall follow the annual work plan and budget process as specified in the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee MOA.

SECTION 9. FUNDING

9.1 The Parties agree to share costs of the Program based on the number of edible food generators, as defined by the California Code of Regulations (14 CCR Section 18982) operating in their Jurisdiction on an annual basis, according to the following formula: Party's Annual Share = (Total Budgeted Cost for Year

÷ Total Number of Edible Food Generators Under MOU) x Number of Edible Food Generators in Party's Jurisdiction.

The Parties agree to pay annually for the costs identified in the biennial budget and approved through the annual work plan and budget process as specified in the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee MOA.

9.2 The initial Program budget will be based on the Fiscal Year 2024 allocation including costs for the Fiscal Agent, totaling THREE HUNDRED AND TEN THOUSAND DOLLARS (\$310,000). No costs for TAC Administrator or Contracting Agent are included in the initial Program budget. Should cost recovery for the TAC Administrator or Contracting Agent be required in the future, these will be proposed during the annual work plan and budget process.

9.3 The Parties acknowledge that the Program Manager will evaluate the costs per Jurisdiction annually based on the number of generators operating within each Jurisdiction. Based on this evaluation, a cost adjustment will be projected to the second year of the biennial budget (see Section 8 above). The overall Program budget will not increase by more than TEN PERCENT (10%) of the prior year's Program budget without prior approval by the RWRC.

9.4 The Fiscal Agent will annually submit to the Parties an invoice for the amounts due under this MOU by May 15th of each year. Each Party will make their payment to the Fiscal Agent based on the invoice amount within ninety (90) calendar days of receipt.

9.5 The Fiscal Agent will ensure that the Santa Clara County Food Recovery Program Fund account is segregated from the Solid Waste Program Fee Fund account managed pursuant to the TAC MOA.

9.6 Should any unspent funds remain in the Santa Clara County Food Recovery Program Fund account at the end of the fiscal year, disposition of those funds will be decided by the RWRC through the annual work plan and budget process, which could include: retaining surplus funds as a reserve, crediting Jurisdictions toward future payment allocations, dedicating funding to food recovery infrastructure, and providing supplemental food recovery outreach and education or other food recovery program activities.

9.7 Jurisdictions wishing to contribute additional funds for the edible food recovery enhancement program, implemented by the Program Manager, may elect to do so during the annual work plan and budget process. Any Jurisdiction opting into any voluntary enhancement program shall do so at its own discretion and at its own cost. The Fiscal Agent will include the additional enhancement program funding formally selected by the Jurisdiction in the annual invoice submitted to each Party by May 15th of each year.

9.8 In the event of a CalRecycle Implementation Schedule for a food recovery capacity shortfall identified during a Santa Clara County Edible Food Recovery Capacity Assessment, the Program budget may increase by more than TEN PERCENT (10%) of the prior year's Program budget if needed to fund necessary capacity improvements as outlined in the CalRecycle Implementation Schedule, following prior approval of the budget increase by the RWRC.

SECTION 10. BOOKS AND ACCOUNTS

The Fiscal Agent will keep complete and accurate financial records related to accomplishing the purposes of this MOU. Upon reasonable notice to the Fiscal Agent, any Party to this MOU may inspect the financial records related to this MOU.

SECTION 11. FURTHER ASSURANCES

Each Party will adopt, execute, and make any and all further assurances, documents, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the Parties' performance of their obligations under this MOU.

SECTION 12. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to all other Parties as follows:

12.1 Authority: Each Party has the full legal right, power and authority under the laws of the State of California to enter into this MOU and to carry out all of its obligations herein.

12.2 Due Execution: Each Party's representatives who sign this MOU are duly authorized to sign and bind their respective agency.

12.3 Valid, Binding, and Enforceable Obligations: This MOU has been authorized and executed by each Party and constitutes the legal, valid, and binding agreement of the Parties, and is enforceable according to its terms.

SECTION 13. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved in this MOU is exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy provided hereunder or hereafter existing in law or in equity or by statute or otherwise, and all remedies may be exercised without exhausting and without regard to any other remedy.

SECTION 14. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or Jurisdiction delegated to such Party under this MOU (including but not limited to work engaged in or contracts entered into by a Party acting in their capacity as Contracting Agent, Program Manager, TAC Administrator, or Fiscal Agent.). No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work

authority or Jurisdiction delegated to such other Party under this MOU, as indicated in this Section. The obligations set forth in this paragraph will survive termination and expiration of this MOU.

SECTION 15. SEVERABILITY

The provisions of this MOU shall be severable, and if any clause, sentence, paragraph, provision or other part shall be adjudged by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU will be valid and binding on the Parties.

SECTION 16. AMENDMENTS

This MOU may only be amended by a written instrument signed by the Parties.

SECTION 17. COUNTERPARTS

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

SECTION 18. USE OF ELECTRONIC SIGNATURES

Unless otherwise prohibited by law, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties. Should any Jurisdiction not permit electronic signatures only their copy of the MOU must be signed in the conventional manner.

SECTION 19. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This MOU, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this MOU, the terms specified in the body of this MOU shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may be modified only by a written amendment duly executed by the Parties to this MOU. This MOU is intended to supplement the original MOA and does not replace the original MOA. The MOA shall remain in effect and to the extent that there are any contradictions between this MOU and the original MOA, the provisions in this MOU shall prevail.

SECTION 20. WITHDRAWAL FROM MOU

No individual Party may withdraw from this Agreement prior to July 1, 2025. Any party wishing to withdraw on or after July 1, 2025 must provide notice to the Contracting Agent on or before January 15 of each year. The Parties acknowledge that the Contracting Agent and each individual Party may recalculate Agreement costs pro rata in the event of any withdrawal from this Agreement and that this time is required in order to allow each remaining Party and the Contracting Agent to amend their respective budgets if needed. Any withdrawing Party must make full payments through the end of the then current term ending

on June 30. In no event shall this clause to be interpreted to prevent all Parties by unanimous mutual consent from withdrawing from this Agreement.

SECTION 21. NO LEGAL RELATIONSHIP

By entering into this MOU, the Parties are neither forming, nor do they intend to form a partnership, agency, or any other legal entity relationship. No Party is authorized to bind or to act as the agent or legal representative of the other Party for any purpose, and neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other Party.

SECTION 22. GOVERNING LAW, VENUE

This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

MEMORANDUM OF UNDERSTANDING AMONG LOCAL PUBLIC AGENCIES IN SANTA CLARA COUNTY FOR COUNTYWIDE FOOD RECOVERY PROGRAM

IN WITNESS HEREOF, the Parties have executed the MOU as of the last date set forth below:

City of Cupertino – City Manager

Date: _____

Approval as to form, Cupertino City
Attorney

Date: _____

City of Gilroy- City Manager

Date: _____

Approval as to form, Gilroy City
Attorney

Date: _____

City of Los Altos – City Manager

Date: _____

Approval as to form, Los Altos City
Attorney

Date: _____

Town of Los Altos Hills – Assistant to the
Town Manager

Date: _____

Approval as to form, Los Altos Hills
Town Attorney

Date: _____

City of Milpitas – City Manager

Date: _____

Approval as to form, Milpitas City
Attorney

Date: _____

City of Morgan Hill, as a Party and as
Contracting Agent and TAC
Administrator

Date: _____

Approval as to form, Morgan Hill City
Attorney

Date: _____

City of Mountain View- Acting Public
Works Director

Date: _____

City of Mountain View – Finance and
Administrative Services Director

Date: _____

City of Mountain View- City Manager

Date: _____

City of Mountain View-Assistant City Clerk

Date: _____

Approval as to form, Mountain View Senior Assistant City Attorney

Date: _____

City of Palo Alto – City Manager

Date: _____

Approval as to form, Palo Alto Assistant City Attorney

Date: _____

West Valley Solid Waste Management Authority (on behalf of the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos) -Executive Director

Date: _____

Approval as to form, West Valley Solid Waste Management Authority General Counsel

Date: _____

City of Santa Clara - City Manager

Date: _____

Approval as to form, Santa Clara City Attorney

Date: _____

City of Sunnyvale – City Manager

Date: _____

Approval as to form, Sunnyvale Interim
City Attorney

Date: _____

County of Santa Clara, as a Party and as
Fiscal Agent - Chief Operating Officer

Date: _____

Approval as to form and legality, Santa
Clara County Deputy County Counsel

Date: _____

City of San José

Date: _____

Approval as to form, San José City
Attorney

Date: _____

EXHIBIT A PROGRAM OVERVIEW

This document describes the Santa Clara County Food Recovery Program, serving as the food recovery program (“Program”) on behalf of all jurisdictions (“Jurisdictions”) within the County, coordinating with the Jurisdictions performing their own enforcement. The details of the Program conform to the California Code of Regulations (14 CCR Section 18995.2 (f)(8), 14 CCR Section 18991.2 14 CCR Section 18991.1).

I. PURPOSE

The Countywide Program benefits the Jurisdictions by alleviating the need for duplicative staff, cost analysis, capacity assessment, expenditures for infrastructure, labor, administration, and record keeping for the edible food recovery activities in their Jurisdiction. Additionally, this approach creates one uniform, standardized, and coordinated effort throughout the incorporated and unincorporated areas of Santa Clara County.

II. RESPONSIBILITIES

Jurisdictions

- A. Shall develop a method to accept and keep records of written complaints, including anonymous complaints, regarding an entity that may be potentially non-compliant. Full details of the complaint will be communicated to the Program Manager within 10 days of receipt.
- B. Shall refer all questions received about the Program portions of SB 1383 implementation to the Program Manager within 10 business days. Jurisdictions should include the Program Manager in all communications to generators or food recovery organizations or services.
- C. Shall maintain access to the shared database program to stay in compliance with the intent and structure of the Implementation Record which shall follow the format and elements as promulgated by CalRecycle, or other relevant statutory or administrative requirements.
- D. On an annual basis, Jurisdictions shall review and provide feedback to the Program Manager on inspection protocol, triggers, and enforcement processes. Cities and unincorporated County are encouraged to follow the procedures and stay within the suggested timeline for enforcement action set forth in the Monitoring Procedures document.
- E. When informed by the Program Manager, Jurisdictions will work with the Program Manager in carrying out enforcement action with edible food generators or food recovery organizations or

services not in compliance. The Program Manager will recommend edible food generators or food recovery organizations or services for enforcement action, and the enforcement action taken will be at the discretion of the Jurisdiction. All enforcement action will be tracked in the Program's shared database, so it is readily available to the Program Manager, Jurisdictions, and can become part of the Implementation Record.

- F. Jurisdictions will determine what large events are happening in their jurisdiction. Within 10 days of an applicant being issued a permit for a new large event, as defined below, the Jurisdiction will notify the Program about the event, and share contact information for the event organizer. This is only for large events that meet the CalRecycle threshold for the definition: "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. By September 1 of each year, Jurisdictions will review the large events included in the shared database of regulated entities, to update the database to ensure no recurring events have been missed.
- G. Shall work with the Program Manager on any related issues requiring Program assistance or lead in resolving the issue(s) related to complaints and/or noncompliance for any edible food generator or Food Recovery Organization or Service.

Program Manager

The Program Manager shall responsibly execute the management of the Santa Clara County Food Recovery Program (the Program). The Program Manager:

- A. Shall develop and coordinate a standardized and uniform method to comply with California Code of Regulations, Title 14, Division 7, Chapter 12, "Short-Lived Climate Pollutants." The Program Manager will operate within the Jurisdiction's boundaries and replace the need for the Jurisdiction to create such a program on its own.
- B. In the event of a CalRecycle Implementation Schedule for a food recovery capacity shortfall identified during a Santa Clara County Edible Food Recovery Capacity Assessment, The Program will work to develop the Implementation Schedule with CalRecycle and manage the effort to fund necessary capacity improvements as outlined in the Schedule. Additional Base Program costs beyond the allowable 10% yearly increase may be needed. The RWRC will review and approve or deny any needed budget changes. Funds will be collected based on the number of edible food generators and their auxiliary sites in each Jurisdiction.

- C. Shall conduct a review, each fiscal year, of potential new edible food generators, to ensure that as businesses open in Santa Clara County the appropriate regulated entities are added to the lists. Closing businesses will be identified during the reporting process and be eliminated from the lists.
- D. Shall provide the Jurisdictions with the information and data necessary for the Jurisdictions to make their required reports to the California Department of Resources, Recycling and Recovery (“CalRecycle”).
- E. Shall retain records of inspections in the Jurisdictions for a minimum of five (5) years.
- F. Shall notify the Jurisdictions promptly about any related issues that require the Jurisdictions’ assistance or to request the Jurisdictions lead in resolving the issue(s) that arise related to non-compliance.
- G. Shall fulfill and endeavor to exceed the annual education requirement for the Jurisdictions and provide the data needed for Jurisdictions to complete required CalRecycle reports.
- H. Solicit required Food Recovery Reports from generators and Food Recovery Organization/Services, compile and provide the results to Jurisdictions for inclusion in the Implementation Records, and to Santa Clara County for use in future Capacity Planning efforts.
- I. Shall conduct inspections and monitoring in compliance with CalRecycle expectations for Edible Food Generators and Food Recovery Organizations and Services.
- J. The Program shall supply appropriate content for a web site, including a list of Food Recovery Organizations and Services (to be updated at least annually) and be accessible to Edible Food Generators.
- K. The Program shall represent the interests of the Program with other entities, counties, and CalRecycle.
- L. The Program will develop procedures and timelines for cities and unincorporated County to encourage uniformity in enforcement, which the Cities and County would be encouraged to follow.
- M. The Program shall create reports about Program activities each year in September, ahead of the budgeting process for the next fiscal year. These reports shall include a narrative about the Food Recovery Program activities, statistics, total number of pounds of food recovered as reported by

Edible Food Generators and Food Recovery Organizations (“FROs”), and any additional information needed by the Jurisdictions. Statistics about food waste prevention and food recovery in Santa Clara County will be shared publicly.

Edible Food Recovery Enhancements Program

The Edible Food Recovery Enhancements Program are any activities, annually identified by the Program Manager, that the Program Manager will undertake to ensure efficient food recovery and food waste prevention should the Jurisdictions choose to fund the chosen projects. Projects may include, but are not limited to, strategic capacity enhancements, projects that promote the efficient recovery of surplus food or the prevention of surplus food, as well as direct support of ongoing recovery activities, subject to approval of the RWRC.

Technical Advisory Committee Contracting Agent

- A. The Contracting Agent will execute a contract with the Program Manager, chosen by the TAC, for the services outlined in the responsibilities above. The Contract will go into greater detail to ensure that all SB 1383 regulatory imperatives are handled by the Program.
- B. The Contracting Agent will set up an invoicing system to pay the Program for the responsibilities outlined above.

III. ENFORCEMENT RESPONSIBILITIES FOR JURISDICTIONS

Each Jurisdiction is responsible for working with the Program on enforcement actions. Although the Jurisdiction is ultimately responsible for enforcement, the Program will support the process by drafting enforcement notices and necessary documents and by providing relevant information about previous inspections and attempts to support compliance. The Program will identify those businesses that need to be evaluated for enforcement action and will work with a Jurisdiction to ensure that CalRecycle compliant documentation is maintained.

IV. RECORDKEEPING AND REPORTING

The Program will complete all the record keeping tasks necessary for the Food Recovery Program portions of SB 1383, including records necessary for the Implementation Record. All necessary records will be stored digitally within 5 days of creation, and Jurisdictions will have real-time access to all these records.

The Program shall create a very brief report about Program activities at the end of each fiscal year. Most programmatic information will be shared in September in the annual report.

AGREEMENT
CREATING THE SANTA CLARA COUNTY
RECYCLING AND WASTE REDUCTION
TECHNICAL ADVISORY COMMITTEE

THIS AGREEMENT, is made and entered into this 4th day of June 2013 by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California; CITY OF CAMPBELL, a municipal corporation of the State of California; CITY OF CUPERTINO, a municipal corporation of the State of California; CITY OF GILROY, a municipal corporation of the State of California; CITY OF LOS ALTOS, a municipal corporation of the State of California; TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California; TOWN OF LOS GATOS, a municipal corporation of the State of California; CITY OF MILPITAS, a municipal corporation of the State of California; CITY OF MONTE SERENO, a municipal corporation of the State of California; CITY OF MORGAN HILL, a municipal corporation of the State of California; CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California; CITY OF PALO ALTO, a municipal corporation of the State of California; CITY OF SAN JOSE, a municipal corporation of the State of California; CITY OF SANTA CLARA, a chartered municipal corporation of the State of California; CITY OF SARATOGA, a municipal corporation of the State of California; and CITY OF SUNNYVALE, a municipal corporation of the State of California.

All of the above-mentioned entities are hereinafter collectively referred to as "PARTIES" or individually as "PARTY."

RECITALS:

- A. In 1989, the California Legislature passed and enacted the California Integrated Waste Management Act, known as "AB 939", (Public Resources Code Section 40000 et. seq) requiring jurisdictions to divert 25% of waste from disposal by 1995 and 50% of waste from disposal by 2000. AB 939 required each County to develop and periodically update a County Integrated Waste Management Plan and to appoint an AB 939 Local Task Force.
- B. Prior to 1992, the Solid Waste Committee of the Santa Clara County Intergovernmental Council advised the cities and the County on solid waste and recycling issues. The Technical Advisory Committee, also originally convened by the Intergovernmental Council, provided technical advice to the Solid Waste Committee on solid waste and recycling issues.
- C. On or about February 1992, the Santa Clara County Board of Supervisors and the cities in Santa Clara County designated the Solid Waste Committee of the Intergovernmental Council as the AB 939 Task Force for Santa Clara County.
- D. On February 4, 1992, the Santa Clara County Board of Supervisors replaced the Solid Waste Committee of the Intergovernmental Council with the Solid Waste Commission of Santa Clara County ("Commission") in order to streamline the

TAC MEMORANDUM OF AGREEMENT

decision-making process on solid waste and recycling issues. (Ordinance No. NS-300.495) The powers and duties of the Commission are defined in Chapter XVII, Division A6 of the County of Santa Clara Ordinance Code.

- E. On December 4, 2001, the Santa Clara County Board of Supervisors approved Ordinance No. NS-300.658 changing the name of the Commission to the Recycling and Waste Reduction Commission of Santa Clara County.
- F. The Commission advises city councils and the Board of Supervisors in Santa Clara County on countywide solid waste and recycling planning issues and on the County Solid Waste Management Plan/County Integrated Waste Management Plan.
- G. The By-Laws of the Commission (also approved by the County Board of Supervisors on February 4, 1992) continued the existence of the Recycling and Waste Reduction Technical Advisory Committee (the "TAC"). The purpose of the TAC was to provide technical advice to the Commission on solid waste management and policy; to bring together a wide spectrum of viewpoints and expertise on countywide solid waste and recycling issues affecting individual jurisdictions; and to assist in development of policies, programs and revisions and amendments to countywide plans.
- H. On an annual basis, the TAC prepares and submits an Annual Workplan and Budget for review and approval by the Commission. The Commission-approved Annual Workplan is then implemented by the TAC using funds in the Commission-approved Annual Budget.
- I. In accordance with the AB 939 provisions for financing solid waste diversion and planning activities, the County of Santa Clara levies and collects the Countywide Solid Waste Planning Fee ("SWPF") on each ton of solid waste disposed at landfills located within the County, on tons taken to non-disposal facilities located within the county and subsequently transported for disposal to landfills outside Santa Clara County, and on tons transported directly to disposal facilities located outside Santa Clara County. The current SWPF of \$0.78 per ton was established by the County Board of Supervisors on May 19, 2009. Funds from the SWPF are used to fund the activities and programs of the Commission and the TAC. In addition, funds from grants, voluntary contributions from other agencies and other revenue sources are used to fund these activities and programs. Such funds, including monies from the SWPF, are referred to herein as "Countywide Funds".
- J. In 2011, Assembly Bill 341 ("AB 341") was signed into law establishing a statewide goal of diverting 75% of solid waste from disposal by 2020 and requiring The California Department of Resources, Recycling and Recovery to prepare and submit a plan to the Legislature on or before January 1, 2014 on how to achieve this goal.
- K. Since the TAC was originally established, the field of solid waste management and recycling has become much more complex and the PARTIES must comply with an increasing number of laws and regulations. In order to achieve the statewide goal of 75% diversion, many materials currently disposed in landfills must be segregated and

TAC MEMORANDUM OF AGREEMENT

processed at new facilities, and channeled into useful purposes. New infrastructure, diversion systems and enhanced producer responsibility measures must be implemented in order to accomplish this goal.

- L. Commensurate with changes in the breadth and complexity of the solid waste and recycling field, the work and functions of the TAC have evolved over time to encompass not only providing advice to the Commission, but also recommending, implementing and monitoring countywide public education and diversion programs included in the Commission-approved Annual Workplan and Budget where it is cost effective for the PARTIES to jointly provide such programs.
- M. The TAC requires expanded powers and authority to monitor ongoing staffing support for programs in the Commission-approved Annual Workplan as well as the power and authority to recommend, monitor and audit the funding for these programs, at the levels contained in the Commission-approved Annual Budget.
- N. In order to address these issues, the Commission appointed the Ad Hoc Committee for TAC Organizational Study, and the TAC appointed the TAC Ad Hoc Organizational Study Subcommittee. Pursuant to recommendations from these Committees, the County retained Arroyo Associates in 2010 to conduct an independent Organizational Study. The study evaluated the countywide integrated waste management programs and services and provided operational and organizational recommendations to enhance the efficiency and effectiveness of the countywide solid waste management system. The Commission's Ad Hoc Committee held a meeting on May 29, 2012 with representatives of the TAC and the public to discuss the recommendations of the Organizational Study and options for restructuring the operating parameters of the TAC.
- O. The purpose of this Agreement is to implement the recommendations of the Commission's Ad Hoc Committee and the TAC Ad Hoc Subcommittee to revise the functions, powers, membership, structure and duties of the TAC to make these consistent with the manner in which the TAC currently functions; and to simplify the reporting relationship between the Commission and the TAC. Such changes are desired by the PARTIES in order to facilitate countywide and regional approaches for meeting the statewide goal of 75% diversion articulated in AB 341; remaining in compliance with the existing requirements of AB 939, SB 1016 and all other state and federal laws and regulations, and planning for the goal of zero waste in the future.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. PURPOSES AND FUNDING

The Santa Clara County Recycling and Waste Reduction Technical Advisory Committee ("TAC") is hereby established to replace the Recycling and Waste Reduction Technical Advisory Committee referred to in Article V of the Commission Bylaws dated October 2001.

A. *Purposes.* The purposes of the TAC are:

TAC MEMORANDUM OF AGREEMENT

1. To implement the Commission-approved Annual Workplan and Budget;
2. To advise the Commission and the decision-making bodies of all PARTIES on technical and policy issues related to solid waste management and recycling including plans to achieve the statewide AB 341 goal of 75% diversion by 2020 and plans for working toward the goal of zero waste;
3. To bring together a wide spectrum of viewpoints and expertise to focus on countywide solid waste management, issues affecting individual communities, and solid waste and recycling issues affecting public environmental health;
4. To assist in development of policies, programs and revisions and amendments to countywide plans that can meet countywide needs and, thus, receive countywide approval;
5. To provide a forum for exchange of solid waste, recycling, composting and other diversion information;
6. To inform the PARTIES' respective agencies and jurisdictions about issues and recommendations of the Commission, and perform follow-up actions, as necessary;
7. To recommend Commission approval of countywide programs to maximize the effectiveness of local funds spent for public education and recycling programs, and to implement and monitor such programs.
8. To assist with future master planning for facilities and infrastructure, as requested by the Commission.
9. To perform technical and policy review and make technical and policy recommendations to the Commission and technical recommendations to the PARTIES concerning best practices in solid and hazardous waste management; recycling, composting, diversion programs, source reduction; litter reduction on land; reduction of litter that originates from the storage, collection, transportation, and processing of solid waste, recyclable materials and organic materials that affects water quality in local creeks, San Francisco Bay, and oceans; and 'cradle-to-cradle' extended producer responsibility for products and packaging from creation through use and ultimate recycling or other disposition, with regard to:
 - a. The feasibility of technical proposals;
 - b. Analysis of issues and problems in solid waste management;
 - c. Proposed and/or needed national and state legislation and policies;
 - d. New infrastructure required to achieve countywide goals, and;
 - e. Financing and management options for creation of such infrastructure.
10. To perform other duties as directed by the Commission.

B. Funding. The TAC is funded by the Solid Waste Planning Fee ("SWPF") that is charged to customers by the operators of all disposal and non-disposal facilities located within the County of Santa Clara, and remitted, by those facility operators, to the County of Santa Clara. The SWPF is also charged on tons of solid waste that are hauled directly to out-of-county disposal facilities. The amount of the SWPF is established by the Board of Supervisors based upon input and recommendations from the Commission and the TAC Implementation Committee. Additional revenues come from grants; voluntary contributions of other agencies and other sources. These, together with the SWPF funds constitute the Countywide Funds used to fund the Commission-approved Annual Workplan and Budget.

II. COMPOSITION

A. Voting members, not to exceed 27 in number, shall include:

1. One (1) staff person from each City or Town that is a PARTY
2. Three (3) staff persons from the County as follows:
 - a. One (1) to represent the Unincorporated Area
 - b. One (1) to represent County interests related to environmental health
 - c. One (1) to represent County interests related to integrated waste management
3. One (1) staff person from the Santa Clara Valley Water District
4. Up to eight (8) persons from non-governmental organizations appointed by the Commission as follows:
 - a. No more than three (3) representing for-profit industry groups and/or business organizations (however, no member shall represent a single for-profit company)
 - b. No more than four (4) representatives of non-profit groups that advocate for source reduction, recycling programs, sustainability, and/or producer responsibility
 - c. No more than two (2) representatives of institutions of higher learning located within Santa Clara County

B. *Appointment of Members.* All members representing a public agency shall be re-designated annually via a letter on agency letterhead addressed to the TAC Administrator ("Administrator"). The Commission will accept requests and nominations for non-governmental organizations to serve on the TAC. The Administrator will publish a notice in a daily local newspaper of general circulation to a minimum of two-hundred fifty thousand (250,000) people in September of every other year announcing that nominations and requests to serve are being accepted. The Administrator will take other reasonable and cost-effective measures to distribute the announcement via other media, including, but not limited to, websites, local publications and social media, to reach persons who might not see the notice in a daily newspaper. The Commission will select the non-governmental organizations to be represented on the TAC. Those organizations will, in turn, submit a letter to the Administrator designating a member and an alternate. Members representing non-governmental organizations shall serve for a period of two (2) years beginning in January. At the end of that time, the Commission shall select the non-governmental organizations to be represented on the TAC for the new two (2) year term. The initial group of non-governmental organization representatives will be selected by the Commission on or before December 31, 2013 and will begin serving their terms on January 1, 2014. The Administrator will publish a notice in the newspaper, and distribute the notice via other suitable media, in September 2013 announcing that the Commission will consider nominations and applications for non-governmental organizations to be represented on the TAC.

C. *Alternates.* Each PARTY may designate one or more alternate representative(s) to serve in the absence of the regular member. The alternate(s) will be designated in writing as described in Section II B. Alternates may serve on TAC committees,

subcommittees, and ad hoc subcommittees.

D. *Vacancies.* Each PARTY is responsible for designating a replacement for its member if the member can no longer serve. In the event of a vacancy, the Chair shall, by letter, request that the PARTY designate a new member. If a vacancy occurs with regard to a representative of a non-governmental organization, the Administrator shall notify the non-governmental organization to designate a new member. In the event the non-governmental organization declines, the TAC shall notify the Commission and request that a new non-governmental organization be selected to fill the remainder of the term created by the vacancy.

E. *Attendance.* Attendance at meetings is vital to the proper and effective functioning of the TAC. Three (3) consecutive absences or a member missing over fifty percent (50%) of the TAC meetings in a calendar year are sufficient grounds for the Administrator to notify the member and request their attendance. Should a PARTY be unable to send its representative to meetings for an extended period of time, the PARTY shall notify the Chair in writing on letterhead and a replacement representative will not be requested from that PARTY.

III. QUORUM AND VOTING

A. *Quorum.* A quorum consists of thirteen (13) voting members physically present at a meeting.

B. *Voting.* Actions of the TAC shall be taken by a majority vote of the members present at the meeting. Each member has one vote. (See Section VI B for voting and quorum requirements for the Implementation Committee that differ from those for the full TAC.)

C. *Attendance From A Remote Location.* In the event of an unavoidable schedule conflict, a member may participate in a meeting from a remote location via telephone or video-conference provided that all requirements of the Brown Act (Government Code Section 54950, et seq.) are met and further provided that the scheduled meeting room has the technical capability to accommodate the request. In such event, the member will notify the Administrator at least ten (10) days in advance of the meeting and ask to attend from a remote location. The Administrator will advise the member if this is possible. If so, the Administrator will comply with all Brown Act requirements including stating the alternate location in the meeting notice. The member shall also comply with all Brown Act requirements in Government Code Section 54953 (b), including, but not limited to, posting a meeting notice and agenda on the door of the remote location for the duration of the meeting, and allowing members of the public to participate in the meeting from the remote location along with the member. The member's vote will be counted; however, the member will not be included in the count to determine a quorum. Attendance from a remote location is to be used only in rare cases of unavoidable schedule conflicts. In-person attendance and participation at meetings is strongly preferred and encouraged.

D. *Bylaws.* The TAC may, as necessary, recommend adoption of Bylaws for its

governance to the Commission for approval, and operate according to Bylaws approved by the Commission. In the event revisions to Commission-approved Bylaws are desired, the TAC may recommend such revisions to the Commission.

IV. OFFICERS AND THEIR RESPONSIBILITIES

A. *Officer Positions.* The officers of the TAC shall be the Chair, Vice Chair, and the Subcommittee Chairs. The Chair and Vice Chair of the TAC must be voting members or alternates representing a PARTY.

B. *Election and Term.* Each officer shall be elected by majority vote of a quorum of the voting membership at the last meeting of each calendar year or as soon thereafter as possible. All officers' terms begin with the first meeting of each calendar year.

C. *Duties.* The Chair of the TAC shall be responsible for chairing all meetings of the TAC and the Implementation Committee (IC), and representing the TAC and the IC at Commission meetings. The Chair shall approve the draft agendas for TAC and IC meetings, except that any agenda item proposed by two (2) or more voting members must be placed on the next available agenda. The Vice Chair shall serve as the Chair in the Chair's absence. The Chairs of the Subcommittees shall be responsible for calling meetings of their respective Subcommittees and chairing those meetings. The Subcommittee Chairs shall approve the draft agendas for their respective Subcommittees except that any items proposed by two (2) or more voting members of a Subcommittee shall be placed on the next available Subcommittee agenda.

V. MEETINGS

A. *Meetings.* The TAC shall meet monthly at the time and place published on the agendas. Additional meetings may be called as needed. The Chair shall provide every member of the TAC with seventy-two (72) hours written notice of regular and additional TAC meetings. The agenda for each meeting shall be developed by the Administrator in consultation with the TAC Chair, and shall be approved by the Chair.

B. *Conduct of Meetings.* All meetings of the TAC, including all Committees, Subcommittees, Ad Hoc Committees and Subcommittees and any closed sessions with legal counsel, shall be properly noticed and conducted in accordance with the "Brown Act" (Government Code Section 54950 et seq.) Except for official meetings of the TAC and its Committees, Subcommittees and Ad Hoc Committees and Subcommittees, nothing herein shall be interpreted to require meetings between staff members of the individual PARTIES (including designated representatives of the PARTIES) to be subject to the Brown Act, where the Brown Act would not otherwise apply. Each PARTY is individually responsible for ensuring it complies with the Brown Act. Wherever this Agreement is silent with regard to procedure, Robert's Rules of Order shall apply.

VI. IMPLEMENTATION COMMITTEE

A. *Composition and Duties.* The TAC Implementation Committee (IC) is comprised of one voting member from each PARTY to this Agreement plus one voting member from the Santa Clara Valley Water District (SCVWD). The PARTY'S

IC representative is usually also the PARTY'S TAC representative. Each PARTY and the SCVWD may also designate an alternate. The purpose of the IC is to make decisions and recommendations on all fiscal, management and administrative issues of the TAC. The IC selects, monitors and provides oversight of the Administrator, the Fiscal Agent, the Contracting Agent, and legal counsel to the TAC. The IC recommends the level and setting of the SWPF to the Commission.

B. Quorum, Voting and Meetings. A quorum of the IC is nine (9) voting members. (Note: the City of San Jose representative counts as two (2) voting members toward the IC quorum.) The affirmative vote of at least eight (8) voting members of the IC, including PARTIES collectively representing at least forty percent (40%) of the population of the incorporated and unincorporated areas of the County of Santa Clara, is necessary to approve any measure brought before the IC. (For purposes of calculating whether or not the forty percent (40%) figure has been reached, the population of each PARTY shall be counted; however, no population shall be attributed to the SCVWD due to the fact that it encompasses such a large percentage of the population of the entire incorporated and unincorporated County.) Each member of the IC shall have one vote, with the exception of the City of San Jose which shall have two (2) votes. The IC shall meet at least annually to consider and recommend approval of the Annual Workplan and Budget to the Commission for the upcoming fiscal year. The Chair may call other meetings of the IC as needed. All IC meetings are open to the public and to all TAC members. Participation and discussion by all TAC members and by members of the public is encouraged. The Chair of the IC forwards all recommendations made by the IC directly to the Commission, and also makes an informational report to the TAC on the recommendations forwarded to the Commission. The Chair shall strive to achieve consensus among IC members. Consensus is defined as general agreement in sentiment or belief. If clear consensus cannot be reached, the Chair will call for a vote of the voting members present. In such event, the Chair will report the recommendation of the IC along with the dissenting opinion(s) and viewpoints, to the Commission and to the TAC. In the event of a tie, the Chair will report that outcome and the viewpoint(s) expressed that led to that outcome. In the alternative, the Chair may, in the Chair's sole discretion, re-agendize the item for another IC meeting.

C. Use of Outside Contractors. The IC is responsible for selecting any consultant(s) or contractor(s) ("Outside Contractors") to perform tasks included in the Commission-approved Annual Workplan and Budget and who are to be paid from Countywide Funds, using a process created in consultation with the Contracting Agent. The IC is responsible for reviewing and approving the parameters of any contracts with Outside Contractors, including the scope(s) of work, schedules of performance, use of subcontractors, and compensation for such Outside Contractors. The IC then directs the Contracting Agent to conduct the procurement process for Outside Contractors and to execute contracts with the selected Outside Contractor(s).

VII. TAC SUBCOMMITTEES

A. *Issue and Policy Subcommittees.* Issue and policy subcommittees shall be established as needed by the TAC. The TAC will evaluate and establish standing Subcommittees in December of each year. Additional Subcommittees may be established at other times throughout the year as needed.

B. *Membership and Meetings.* Membership on all issue and policy Subcommittees is open to all TAC voting members and designated alternates. There is no maximum size for each Subcommittee. The TAC shall appoint a Chair for each Subcommittee. A quorum is two (2) or more Subcommittee members. Subcommittees may elect a Vice-Chair to serve in the Chair's absence. Subcommittee chairs shall be responsible for calling and chairing meetings. The Subcommittee chairs shall approve the draft agenda and report the activities and recommendations of the Subcommittee to the TAC. Subcommittee chairs shall strive to achieve consensus among members. Consensus is defined as general agreement in sentiment or belief. If clear consensus cannot be reached, the Chair will call for a vote of the voting members present. In such event, the Chair will report the recommendation of the Subcommittee along with the dissenting opinion(s) and viewpoints, to the TAC. In the event of a tie, the Subcommittee Chair will report that outcome and the viewpoint(s) expressed that led to that outcome. In the alternative, the Subcommittee Chair, in consultation with the TAC Chair, may decide to re-agendize the item for discussion at another meeting.

C. *Ad Hoc Subcommittees.* The TAC may establish Ad Hoc Subcommittees as needed to address specific issues or problems. The TAC shall appoint a Chair for each Ad Hoc Subcommittee. All Ad Hoc Subcommittees shall follow the same operating procedures as the standing issue and policy subcommittees. The TAC Chair shall monitor the work of all Ad Hoc Subcommittees, and all such Subcommittees shall be promptly disbanded by the TAC once their tasks have been accomplished.

VIII. TAC ADMINISTRATOR

A. *Duties.* The TAC Administrator provides administration and management services to the TAC and carries out the Annual Workplan. Duties of the Administrator include, but are not limited to: scheduling meetings of the TAC and all committees, subcommittees, and ad hoc subcommittees; preparing agendas and meeting minutes; maintaining all TAC records and files; notifying the TAC of correspondence received and preparing outgoing correspondence; completing all tasks in the Annual Workplan; providing monthly reports at TAC meetings on the status of the Workplan; and other duties as directed by the IC. The Administrator reports to the Chair of the TAC. The Administrator shall work cooperatively and collaboratively with the IC, the Fiscal Agent and the Contracting Agent. The Administrator is paid from funds in the adopted TAC budget.

B. *Selection.* The IC shall select a PARTY or an Outside Contractor to serve as the Administrator for the TAC. The IC will receive and evaluate proposal(s) and make a recommendation to the Commission on selection of an Administrator, as further described in Attachment 2.

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C. Initial Administrator. The initial Administrator for the TAC shall be the County of Santa Clara, Integrated Waste Management Division ("County IWMD"). The initial staff provided is described on Attachment 1. In the event of a change in the initial staff, the procedures described in Attachment 2 shall be followed. In the event the IC determines there is a need for a change in the Administrator in the future (due to costs, availability of designated employees or for other reasons), or in the event the County IWMD is unable or unwilling to serve, the procedures for selection of a new Administrator in Attachment 2 shall be followed.

D. If Administrator Is Also A PARTY. In the event the Administrator is a PARTY, that PARTY shall appoint a TAC/IC representative whose function is to represent the PARTY's point of view on issues, policy and fiscal matters. The PARTY'S TAC/IC representative shall be a person who is not be involved in the work of the Administrator. This designation shall be made in writing on the PARTY'S letterhead to the Chair of the TAC. The person(s) fulfilling the duties of the Administrator shall act as staff to the TAC, TAC committees and subcommittees, and to the IC.

E. Contract With Administrator. All duties and responsibilities of the Administrator, and a list and description of all staff assigned to provide Administrator services, shall be included in a contract between the Contracting Agent and the Administrator. The contract term may be for a single year or for multiple years, at the discretion of the IC. In the event that the Administrator is a PARTY, a letter agreement will be prepared between the Contracting Agent and the Administrator, containing all of the duties, responsibilities, staffing commitments and costs for the Administrator to serve for the upcoming fiscal year. The letter agreement will include the Annual Workplan and costs for the Administrator's services. The letter agreement shall state that the Administrator agrees to provide the described services at the approved costs for the upcoming fiscal year and that all employee and overhead costs will be maintained at the levels specified in the agreement for that fiscal year. With regard to the initial Administrator, the first letter agreement shall be prepared and executed prior to July 1, 2014 to reflect the costs and the scope of work to be performed for FY 2014/15. If the Administrator and the Contracting Agent are the same PARTY, the letter agreement will be prepared and signed by a staff person designated to represent the Administrator and also signed by a separate staff person designated to represent the Contracting Agent.

F. Annual Workplan and Budget. As the work of the TAC progresses each year, the Administrator will maintain a list of potential work items to be placed in the Annual Workplan for the upcoming fiscal year. Beginning with preparation of the Annual Workplan and Budget for fiscal year 2014/15, the following schedule will apply. In November of each year, the IC will review the list of potential work items compiled by the Administrator, add additional items as needed, and direct the Administrator to prepare a proposed Workplan and Budget for the upcoming fiscal year. The proposed Annual Workplan will contain the elements described in Attachment 3.

The Administrator shall submit the final draft of the proposed Annual Workplan and

Budget to the IC no later than December 15 of each year. If required, the IC will provide revisions and comments to the Administrator, who will then revise and finalize the Annual Workplan and Budget. The IC will approve the Annual Workplan and Budget on or before January 31 of each year and forward it to the Commission for approval. Commission approval is anticipated to be during the month of February. Upon approval by the Commission, the Contracting Agent will prepare agreements with the Administrator, the Fiscal Agent and the Contracting Agent that include the approved Annual Workplan and Budget (for the Administrator) and the approved costs and duties (for the Fiscal Agent and the Contracting Agent) as described in Sections VIII E, IX D and X C. The agreements will be signed by designated representatives of the Administrator, the Fiscal Agent and the Contracting Agent. In the event the Administrator, the Fiscal Agent and/or the Contracting Agent are the same PARTY, that PARTY shall designate separate representatives to execute the agreements on behalf of the Administrator, the Fiscal Agent and the Contracting Agent. Said agreements shall be fully executed and in place prior to July 1 of each year.

G. Annual Reporting and Evaluation. The Administrator shall prepare a self-evaluation/audit report to the IC including significant accomplishments, work items planned but not accomplished, work items not planned but completed, and the status of all work items in the Annual Workplan. The report will include recommendations and suggestions for improving the work of the Administrator and will be submitted on or before September 15 each year. The IC will consider the report at a regular meeting and discuss and provide recommendations and feedback to the Administrator. The IC will rate the overall implementation and effectiveness of the Workplan and, in turn, rate the performance of the Administrator based upon the ability of the Administrator to meet the timelines and budget in the Workplan and to effectively support the Commission and the TAC. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Administrator. This feedback will be used by the Administrator to make any required changes in operations, procedures and/or work tasks for the next fiscal year. In addition to the annual review of the Administrator, the IC may, at any time, discuss questions, concerns or issues of performance with the Administrator.

IX. FISCAL AGENT

A. Duties. The Fiscal Agent serves as the treasurer of the Countywide Funds and is responsible for collecting the SWPF from all solid waste disposal facilities and non-disposal facilities located within Santa Clara County. The Fiscal Agent also collects and receives grant funds and revenues from other sources. The Fiscal Agent shall diligently pursue collection of all SWPF funds and shall keep the IC apprised of the amount and entity owing delinquent payments, as well as of the status of collection activity initiated by the Fiscal Agent regarding the delinquent payments. The Fiscal Agent shall manage all funds in accordance with generally accepted government accounting procedures. The Fiscal Agent shall keep Countywide Funds segregated from all other funds administered by the Fiscal Agent in separately numbered and coded accounts that are readily identifiable as those containing Countywide Funds; shall credit appropriate interest income earned on such funds in each fiscal year; and shall not expend, use or transfer

any funds except in accordance with the Annual Workplan and Budget approved by the IC and the Commission, or as otherwise directed by the IC. In the event the Fiscal Agent is not also the Contracting Agent, the Fiscal Agent shall transfer Countywide Funds to the Contracting Agent as directed by the IC, in accordance with the procedures in Attachment 5. The Fiscal Agent shall work cooperatively and collaboratively with the IC, the Administrator, and the Contracting Agent.

B. Initial Fiscal Agent. The initial Fiscal Agent shall be the County of Santa Clara. The specific contact person shall be designated in writing to the Administrator and to the TAC Chair. In the event the IC determines there is a need for a change in the Fiscal Agent in the future (due to costs, lack of availability of designated employees or for other reasons), or in the event the County is unable or unwilling to serve, the following procedures for selection of a new Fiscal Agent shall be followed.

C. Selection. Any PARTY willing to serve as the Fiscal Agent may be nominated by another PARTY. The nominated PARTY(IES) will submit a letter proposal to the IC containing the costs for performing the services of the Fiscal Agent, including all employee and overhead costs and all proposed expenses. If the same PARTY is also already serving, or is proposing to serve, as the Administrator, the Contracting Agent, or both, the proposed costs to perform each function shall be separately specified. The IC will hold discussions with representatives of the nominated PARTY(IES) as needed. The recommendation of the IC will be forwarded to the Commission for approval. Upon receipt of Commission approval, the Contracting Agent will execute an agreement with the new Fiscal Agent that includes the approved costs for the PARTY to provide Fiscal Agent services for the upcoming fiscal year.

D. Payment For Services. The Fiscal Agent shall provide the Administrator with proposed costs to perform the duties of TAC Fiscal Agent for the upcoming fiscal year upon request. The proposed costs shall be at the level of detail described in Attachment 2. If the Fiscal Agent is also serving as the Administrator, the Contracting Agent, or both, the proposed costs to perform each function shall be separately specified. The proposed costs will be reviewed by the IC as part of review of the Annual Workplan and Budget. If there is a question or concern about the proposed costs, the Chair of the IC and the Administrator will meet with the Fiscal Agent concerning the issues. Upon approval of the Annual Workplan and Budget by the IC and the Commission, the Contracting Agent will prepare an agreement to be signed by the Fiscal Agent and the Contracting Agent to perform services for the new fiscal year. In the event that the Contracting Agent and the Fiscal Agent are the same PARTY, the agreement shall be signed by the designated employee of the PARTY serving as the Fiscal Agent and the (separate) designated employee of the PARTY serving as the Contracting Agent.

E. Quarterly and Annual Budget Status. The Fiscal Agent shall prepare and submit quarterly budget updates to the IC every three (3) months, and shall provide a Year-End Budget Report. These reports shall be formatted in a clear and concise manner such that all expenditures, revenues, movement of monies, reallocation of funds and adjustments to the budget are detailed by project and line item (i.e. numerical reference and narrative

description). The Year-End Budget Report shall be submitted to the IC on or before October 31 each year. The IC may, at any time, request additional budget information, detail, documentation and updates. The Fiscal Agent shall respond promptly to all such requests.

F. *Biennial Audit.* The Fiscal Agent shall arrange for an audit by an independent third party Certified Public Accounting Firm (CPA) to be conducted every other year beginning with an audit of the 2013/14 fiscal year. The Fiscal Agent may utilize the CPA firm retained by the jurisdiction of which the Fiscal Agent is a part, to perform that PARTY's annual audit. In such event, the results of the audit of the Countywide Funds and accounts shall be clearly and separately called out in the CPA's audit report. The results of the audit shall be reported to the IC on or before January 15 every other year.

G. *Evaluation of the Fiscal Agent.* Each year, the Fiscal Agent shall prepare a self-evaluation, along with the Year-End Budget Report, for submittal to the IC. The self-evaluation will include a description of key work tasks performed, any duties or tasks not completed, and any non-planned work tasks completed. The report will include recommendations and suggestions for improving the services of the Fiscal Agent. The self-evaluation shall be submitted at the same time as the Year-End Budget Report. The IC will review the report at a regular meeting and discuss any suggested or needed changes or improvements. The IC will rate the overall performance of the Fiscal Agent based upon the ability of the Fiscal Agent to perform its duties in a timely manner and in accordance with all requirements of this Agreement. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Fiscal Agent. This feedback will be used by the Fiscal Agent to make any required changes in operations and procedures and/or work tasks for the next fiscal year. In addition to the annual review of the Fiscal Agent, the IC may, at any time, discuss questions, concerns or issues of performance with the designated representative of the Fiscal Agent.

X. CONTRACTING AGENT

A. *Duties.* The Contracting Agent executes contracts with Outside Contractors, including the Administrator and the Fiscal Agent (where applicable) that have been requested and approved by the IC. The Contracting Agent consults with the IC to establish a procurement process for Outside Contractors, and then conducts that process once the IC has approved a scope of work, schedule, budget and other parameters of the contract that will be awarded by the Contracting Agent. The Contracting Agent shall conduct the procurement process and execute all contracts within a reasonable period of time after being directed to do so by the IC. The Contracting Agent shall provide a copy of any contract executed on behalf of the TAC to any PARTY, any TAC member, and to any PARTY or person designated by any PARTY or the IC upon request. The governing body of the Contracting Agent, at its discretion, may delegate authority to execute agreements and contracts approved by the IC to a designated employee. Notice of any such delegation of authority shall be provided in writing to the Chair of the IC and to the Administrator.

In the event the Contracting Agent is not also the Fiscal Agent, the Contracting Agent shall receive Countywide Funds transferred to the Contracting Agent by the Fiscal Agent on a periodic basis as described in Attachment 5. The Contracting Agent shall manage all Countywide Funds in accordance with generally accepted government accounting procedures. The Contracting Agent shall keep Countywide Funds segregated from all other funds administered by the Contracting Agent in separately numbered and coded accounts that are readily identifiable as Countywide Funds, and shall not expend, use or transfer any funds except as specifically directed by the IC. At the close of the fiscal year, the Contracting Agent shall, pursuant to the procedures in Attachment 5, comply with all directions from the IC with regard to retention of funds for contracts with Outside Contractors that are still in effect, and with regard to return of unexpended or unencumbered funds to the Fiscal Agent. The Fiscal Agent shall work cooperatively and collaboratively with the IC, the Administrator, and the Contracting Agent.

B. Initial Contracting Agent. The initial Contracting Agent shall be the County of Santa Clara. The specific contact person shall be designated in writing to the Administrator and to the TAC Chair. In the event the IC determines there is a need for a change in the Contracting Agent in the future (due to costs, lack of availability of designated employees or for other reasons), or in the event the County is unable or unwilling to serve, the procedures for selection of a new Contracting Agent shall be the same as those for selection of a Fiscal Agent as described in Section IX C.

C. Payment For Services. The Contracting Agent shall provide the Administrator with proposed costs to perform the duties of TAC Contracting Agent for the upcoming fiscal year upon request. The proposed costs shall be at the level of detail described in Attachment 2. If the Contracting Agent is also serving as the Administrator, the Fiscal Agent, or both, the proposed costs to perform each function shall be separately specified. The proposed costs will be reviewed by the IC as part of review of the Annual Workplan and Budget. If there is a question or concern about the proposed costs, the Chair of the IC and the Administrator will meet with the Contracting Agent concerning the issues. Upon approval of the Annual Workplan and Budget by the IC and the Commission, the Administrator will prepare an agreement to be signed by the Contracting Agent and the Administrator to perform services for the new fiscal year. In the event that the Administrator and the Contracting Agent are the same PARTY, the agreement shall be signed by the designated employee of the PARTY serving as the Contracting Agent and the (separate) designated employee of the PARTY serving as the Administrator.

D. Annual Contract Status Report. The Contracting Agent shall prepare and submit an annual report to the IC on the status of all contracts (listing all contracts in progress, expired, terminated, and the amount of work and budget remaining in each) on or before October 31 each year. The report shall also note the amount of Countywide Funds held by the Contracting Agent, and specify the amount(s) of funds encumbered for contracts, and the amount(s) of funds that are unspent and unencumbered. The IC may, at any time, request additional information, detail, documentation and updates on any or all contracts. The Contracting Agent shall respond promptly to all such requests.

E. *Audits.* The Contracting Agent shall cooperate with and provide all information and documentation required in order to complete the bi-annual audit described in Section IX F. In the event the IC decides that any actions or activities of the Contracting Agent are not in compliance with this Agreement, or if the IC determines there are other reasons for an audit to be performed, the IC may perform an audit of the Countywide Funds received and expended by the Contracting Agent. In such event, the Contracting Agent shall cooperate fully, and in a timely manner, with persons performing the audit.

F. *Evaluation of the Contracting Agent.* Each year, the Contracting Agent shall prepare a self-evaluation, along with the Annual Contract Status Report, for submittal to the IC. The self-evaluation will include a description of key work tasks performed, any duties or tasks not completed, and any non-planned work tasks completed. The report will include recommendations and suggestions for improving the services of the Contracting Agent. The self-evaluation shall be submitted at the same time as the Annual Contract Status Report. The IC will review the report at a regular meeting and discuss any suggested or needed changes or improvements. The IC will rate the overall performance of the Contracting Agent based upon the ability of the Contracting Agent to perform its duties in a timely manner and in accordance with all requirements of this Agreement. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Contracting Agent. This feedback will be used by the Contracting Agent to make any required changes in operations and procedures for the next fiscal year. In addition to the annual review of the Contracting Agent, the IC may, at any time, discuss questions, concerns or issues of performance with the designated representative of the Contracting Agent.

XI. LEGAL COUNSEL

A. *Selection.* The IC may select an attorney or firm that is experienced in solid waste, recycling and municipal law to research legal issues, proposed legislation, and to provide legal advice to the TAC ("Legal Counsel") as provided for in the Commission-approved Annual Workplan and Budget. Legal Counsel may be a City Attorney or County Counsel (i.e. an employee of one of the PARTIES) or may be an outside attorney or law firm. The IC will interview and select Legal Counsel as needed, and direct the Contracting Agent to prepare a contract with Legal Counsel for the provision of legal services. The IC shall direct the work of Legal Counsel. The Administrator may assist in coordination of activities with Legal Counsel, but shall not give direction without prior authorization from the IC. Legal Counsel shall not be responsible for providing legal advice to individual PARTIES related to their individual compliance with Public Resources Code Section 40000 et. seq., but may provide such services under separate contract with any PARTY or PARTIES.

XII. OTHER AGREEMENTS OF THE PARTIES

A. *Term of Agreement.* The term of this Agreement shall commence on the date the last duly authorized representative of the PARTIES executes it. This Agreement shall remain in effect until terminated by the PARTIES or until eight (8) or more PARTIES containing more than fifty percent (50%) of the population of the incorporated and unincorporated areas of County of Santa Clara withdraw from the Agreement, whichever

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occurs first. A PARTY may withdraw from the Agreement by providing written notice to the Administrator, stating the effective date of the PARTY'S withdrawal. The withdrawal of a PARTY shall not entitle that PARTY to receive or retain any portion of the SWPF.

B. Ethical Code of Conduct. All TAC members and Alternates shall adhere to the Ethical Code of Conduct in Attachment 4. All TAC members and Alternates shall attend a TAC-sponsored ethics training every other year beginning in FY 2013/14. The Administrator shall arrange for this training and include the cost in the Annual Workplan and Budget for each year the training is required to be conducted.

C. Counterparts. This Agreement may be executed and delivered in any number of copies ("counterparts") by the PARTIES, including by means of facsimile and e-mail of PDF copies. When each PARTY has signed and delivered at least one counterpart to the Administrator, each counterpart shall be deemed an original, and taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the PARTIES hereto.

D. Non-Compliance With State and Federal Laws. No PARTY shall, by entering into this Agreement, participating in the TAC or the IC, or agreeing to serve as Administrator, Fiscal Agent, Contracting Agent, and/or Legal Counsel, assume or be deemed to assume responsibility for any other PARTY in complying with the requirements of state and federal solid waste and recycling laws, including but not limited to, the California Integrated Waste Management Act of 1989 as amended (Public Resources Code Section 40000 et seq). This Agreement is intended solely for the convenience and benefit of the PARTIES hereto and shall not be deemed for the benefit of any third party and may not be enforced by any third party, including, but not limited to, the United States Environmental Protection Agency and the California Department of Resources, Recycling and Recovery, or any person acting on their behalf or in their stead.

E. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a PARTY, or by the Santa Clara Valley Water District in carrying out its duties under Section VI. Implementation Committee shall not be shared pro rata, but instead the PARTIES agree that pursuant to Government Code Section 895.4, each of the PARTIES hereto shall fully defend, indemnify and hold harmless each of the other PARTIES, and the Santa Clara Valley Water District in the carrying out of its duties under Section VI. Implementation Committee, from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying PARTY, its officers agents or employees, or in connection with or arising from any work, authority or jurisdiction delegated to such PARTY under this Agreement. No PARTY, nor any officer, board member, employee or agent thereof, shall be responsible for any damage or liability incurred by reason of the negligent acts or omissions or willful misconduct of the other PARTIES hereto, their officers, board members, employees or agents under or in connection with or arising from any work, authority or jurisdiction delegated to such

TAC MEMORANDUM OF AGREEMENT

PARTY under this Agreement.

F. *Entire Agreement.* This Agreement supersedes any prior arrangement or agreement among the PARTIES regarding the composition, structure, duties and powers of the TAC including, but not limited to, the TAC Rules of Procedure dated May 22, 2006, but does not supersede any other agreements between any of the PARTIES.

G. *Amendments.* This Agreement may be amended by unanimous written agreement of the PARTIES. All PARTIES agree to bring any proposed amendments to this Agreement to their Council or Board, as applicable, within three (3) months following acceptance by the IC. The IC shall, on a biennial basis, evaluate this Agreement and determine if any amendments are needed. The first biennial evaluation shall be in 2015. The IC may recommend amendments on a more frequent basis if desired.

H. *Venue.* In the event that suit shall be brought by any PARTY to this Agreement, the PARTIES agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

I. *Attachments.* Attachments 1 through 5 are attached hereto and incorporated herein by this reference.

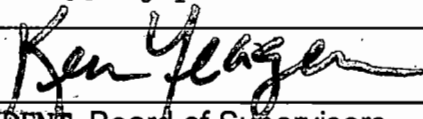
TAC MEMORANDUM OF AGREEMENT

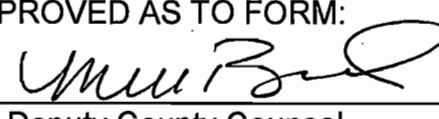
IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: JUN 04 2013

APPROVED AS TO FORM:

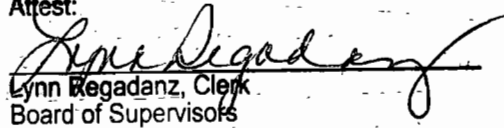
By: 
PRESIDENT Board of Supervisors

By:  6/3/2013
Deputy County Counsel

KEN YEAGER

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:


Lynn Regadanz, Clerk
Board of Supervisors

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

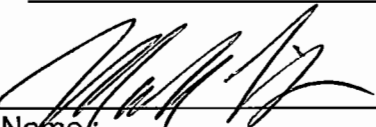
Date: _____

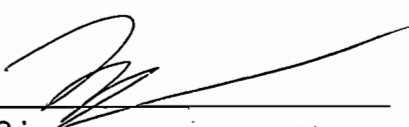
By: _____

CITY OF CAMPBELL

Date: July 17, 2013

APPROVED AS TO FORM:

By: 
Name: Mark Linder
Title: City Manager

By: 
Name: William R. Seligmann
Title: City Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

CITY OF CAMPBELL

Date: _____

By: _____

Name: Mark Linder

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

CITY OF CUPERTINO

Date: 8/28/13

By: Carol Atwood for

Name: David Brandt

Title: City Manager

APPROVED AS TO FORM:

By: Melissa Thonau

Name: Melissa Thonau

Title: City Attorney

CITY OF GILROY

Date: _____

By: _____

Name: Thomas Haglund

Title: City Administrator

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

CITY OF LOS ALTOS

Date: _____

By: _____

Name: Marcia Somers

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

TOWN OF LOS ALTOS HILLS

Date: _____

By: _____

Name: Carl Cahill

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____

Title: Town Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF CAMPBELL

Date: _____

By: _____

Name: Mark Linder

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

CITY OF CUPERTINO

Date: _____

By: _____

Name: David Brandt

Title: City Manager

APPROVED AS TO FORM:

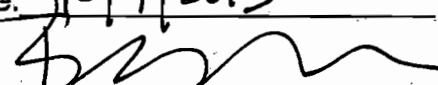
By: _____

Name: _____

Title: City Attorney

CITY OF GILROY

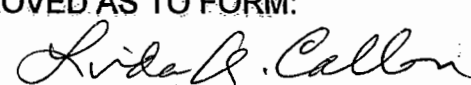
Date: 5/07/2013

By: 

Name: Thomas Haglund

Title: City Administrator

APPROVED AS TO FORM:

By: 

Name: LINDA A. CALLON

Title: City Attorney

ATTEST:

CITY OF LOS ALTOS

Date: _____

By: _____

Name: Marcia Somers

Title: City Manager

City Clerk

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

TOWN OF LOS ALTOS HILLS

Date: _____

By: _____

Name: Carl Cahill

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____

Title: Town Attorney

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

Date: _____

By: _____

CITY OF LOS ANGELES

Date: 7-9-13

APPROVED AS TO FORM:

By: Marcia Somers
Name: MARCIA SOMERS
Title: CITY MANAGER

By: Jolie Houston
Name: Jolie Houston
Title: City Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

Date: _____

By: _____

CITY OF LOS ALTOS HILLS

Date: 10/14/2013

APPROVED AS TO FORM:

By: Carl Cahill
Name: Carl Cahill
Title: City Manager

By: Steve Mattas
Name: Steve Mattas
Title: City Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

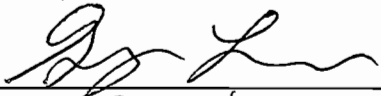
Date: _____

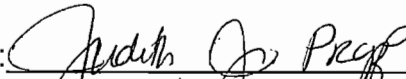
By: _____

~~TOWN~~
CITY OF LOS GATOS

Date: 7/1/17

APPROVED AS TO FORM:

By: 
Name: Gary Larson
Title: Town Manager

By: 
Name: Judith J. Propp
Title: Town Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

Title: City Manager

Title: Town Attorney

TOWN OF LOS GATOS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Greg Larson

Name: _____

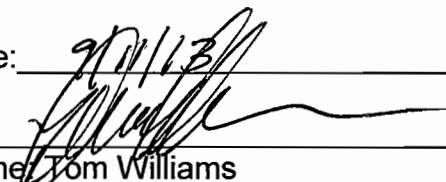
Title: Town Manager

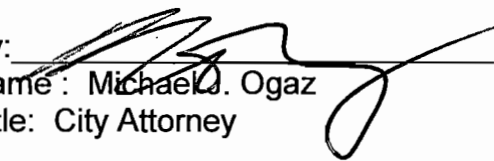
Title: Town Attorney

CITY OF MILPITAS

Date: 9/11/13

APPROVED AS TO FORM:

By: 

By: 

Name: Tom Williams

Name: Michael J. Ogaz

Title: City Manager

Title: City Attorney

CITY OF MONTE SERENO

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Brian Loventhal

Name: _____

Title: City Manager

Title: _____

CITY OF MORGAN HILL

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Steve Rymer

Name: _____

Title: City Manager

Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

TOWN OF LOS GATOS

Date: _____

By: _____
Name: Greg Larson
Title: Town Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: Town Attorney

CITY OF MILPITAS

Date: _____

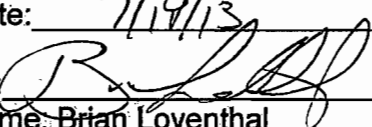
By: _____
Name: Tom Williams
Title: City Manager

APPROVED AS TO FORM:

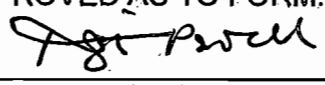
By: _____
Name: Michael J. Ogaz
Title: City Attorney

CITY OF MONTE SERENO

Date: 7/19/13

By: 
Name: Brian Loventhal
Title: City Manager

APPROVED AS TO FORM:

By: 
Name: Kirsten Powell
Title: City Attorney

CITY OF MORGAN HILL

Date: _____

By: _____
Name: Steve Rymer
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

TOWN OF LOS GATOS

Date: _____

By: _____
Name: Greg Larson
Title: Town Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: Town Attorney

CITY OF MILPITAS

Date: _____

By: _____
Name: Tom Williams
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Michael J. Ogaz
Title: City Attorney

CITY OF MONTE SERENO

Date: _____

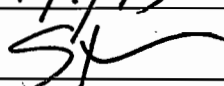
By: _____
Name: Brian Loventhal
Title: City Manager

APPROVED AS TO FORM:

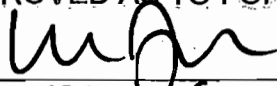
By: _____
Name: _____
Title: _____

CITY OF MORGAN HILL

Date: 10/1/13

By: 
Name: Steve Rymer
Title: City Manager

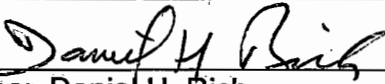
APPROVED AS TO FORM:

By: 
for Name: Rena Gutierrez
Title: City Attorney
Resolution NO: 6638

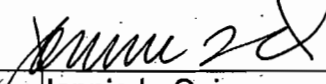
TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: 7-24-13

By: 
Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: 
Name: Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: _____

By: _____
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____
Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____
Name: Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____
Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____
Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Richard Taylor
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____

Name: Daniel H. Rich

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name : Jannie L. Quinn

Title: City Attorney

CITY OF PALO ALTO

Date: 7.31.13

By: [Signature]

Name: James Keene

Title: City Manager

APPROVED AS TO FORM:

By: [Signature]

Name: Cara Silver

Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____

Name: Norberto Dueñas

Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____

Name : Rosa Tsongtaarii

Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____

Name: Julio J. Fuentes

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard E. Nosky, Jr.

Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____

Name: Dave Anderson

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard Taylor

Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____

Name: Daniel H. Rich

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name : Jannie L. Quinn

Title: City Attorney

CITY OF PALO ALTO

Date: _____

By: _____

Name: James Keene

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

CITY OF SAN JOSE

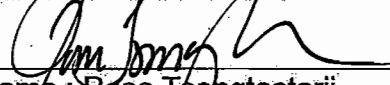
Date: 8/1/13

By: 

Name: Norberto Dueñas

Title: Deputy City Manager

APPROVED AS TO FORM:

By: 

Name : Rosa Tsongtaatarii

Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____

Name: Julio J. Fuentes

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard E. Nosky, Jr.

Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____

Name: Dave Anderson

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard Taylor

Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____

Name: Daniel H. Rich

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name : Jannie L. Quinn

Title: City Attorney

CITY OF PALO ALTO

Date: _____

By: _____

Name: James Keene

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____

Name: Norberto Dueñas

Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____

Name : Rosa Tsongtaatarii

Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: 9-11-13

By: _____

Name: Nulio J. Fuentes

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard E. Nosky, Jr.

Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____

Name: Dave Anderson

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard Taylor

Title: City Attorney

APPROVED

City Clerk

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____

Name: Daniel H. Rich

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Jannie L. Quinn

Title: City Attorney

CITY OF PALO ALTO

Date: _____

By: _____

Name: James Keene

Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____

Name: Norberto Dueñas

Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____

Name: Rosa Tsongtaatarii

Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____

Name: Julio J. Fuentes

Title: City Manager

APPROVED AS TO FORM:

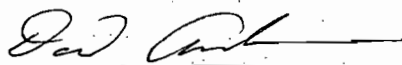
By: _____

Name: Richard E. Nosky, Jr.

Title: City Attorney

CITY OF SARATOGA

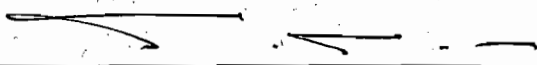
Date: 7-25-2013

By: 

Name: Dave Anderson

Title: City Manager

APPROVED AS TO FORM:

By: 

Name: Richard Taylor

Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF SUNNYVALE

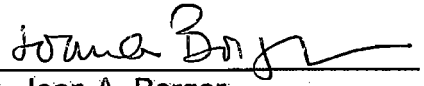
Date: 7/22/13

APPROVED AS TO FORM:

By: 

Name: Gary M. Luebbers

Title: City Manager

By: 

Name: Joan A. Borger

Title:

ATTACHMENT 1

INITIAL STAFFING OF ADMINISTRATOR

The following is the initial staff complement for the Administrator:

Staff Person	% FTE Committed To Administrator Duties	% FTE Committed To County Unincorporated Duties
Elizabeth Constantino, Program Manager II Provides oversight of all Annual Workplan tasks and all functions of the Administrator.	0.82 FTE	0.18 FTE
Lisa Rose, Senior Management Analyst Coordinates the Green Business Program, serves as staff to the Commission, and performs various other duties.	0.87 FTE	0.13 FTE
Clifton Chew, Management Analyst Serves as staff to the TAC, prepares state reporting and DRS, and performs various other duties.	0.80 FTE	0.20 FTE
Zachary DeVine, Management Analyst Contracts monitoring, budget tracking, Outreach Specialist, and various other duties.	0.67 FTE	0.33 FTE
Sue Sherrin, Associate Management Analyst B, Green Business Specialist	0.98 FTE	0.02 FTE
Sarah Smith, Management Analyst Home Composting Education Program Coordinator	1.0 FTE	0.00 FTE
Joanne Chapa, Office Specialist III	0.94 FTE	0.06 FTE

ATTACHMENT 2

SELECTION PROCESS FOR THE ADMINISTRATOR

- 1. Selection.** The IC shall select a PARTY or an Outside Contractor to serve as the Administrator for the TAC. As part of the selection process, the potential candidate(s) shall submit a proposal to the IC for providing Administrator services. The proposal shall include: a detailed scope of work for the upcoming fiscal year, detailed costs and work hours for the completion of each task, and a list of the employees proposed to perform each part of the Annual Workplan, as well as the administrative and management duties of the Administrator. The proposal shall also include a resume and description of the education, experience and expertise of each proposed staff member highlighting experience in solid waste management, recycling, diversion programs, producer responsibility, public education and outreach, legislative analysis, budgeting, public sector management, administration and policy development. It is of great importance that each member of the Administrator staff possess a high level of experience and expertise in the listed areas. The proposal shall designate the duties and activities to be carried out by each employee. The IC will review the proposal(s) and conduct interview(s) with the potential Administrator(s). The IC will select an Administrator and recommend approval to the Commission.
- 2. Change in Administrator Staff.** In the event any member of the Administrator's staff is unable or unavailable to serve in the capacity indicated in the original proposal, the IC shall work with the Administrator to determine if an acceptable alternate staff member is available. This shall include, if desired by the IC, having representatives from the IC participate in the selection process for the alternate staff person; review the resumes, references and writing samples of proposed candidates; attend and participate in interviews; and provide input to the decision-making process for selection of the proposed alternate staff member. If the proposed alternate staff person is not acceptable to the IC, and the IC determines that the employee who is unavailable is a key employee, the IC may give written notice to the Administrator that the TAC will seek another Administrator, and the IC may recommend to the Commission that the selection process for a new Administrator be commenced. Upon receipt of Commission approval, the IC will begin that process. The Administrator shall serve until such time as either a replacement Administrator is selected and approved by the Commission, or (if the Administrator is not a PARTY) until the current contract for the services of the Administrator expires, whichever occurs first. In the IC's sole discretion, the services of the Administrator may be terminated prior to the selection of a new Administrator. In the event the Administrator is not a PARTY, an early termination clause shall be placed in the contract with the Administrator for use by the IC in the event a key staff person becomes unavailable.
- 3. Key Employee.** A "key employee" includes, but is not limited to, any one of the following:

 - a. An employee who is performing twenty percent (20%) or more of the work hours in the Annual Workplan.

TAC MEMORANDUM OF AGREEMENT

- b. An employee whose work tasks require a high level of technical expertise and experience in recycling, solid and/or hazardous waste management programs and practices.
- c. An employee whose work tasks require a high level of professional judgment that is the product of numerous years of experience in recycling, solid and hazardous waste management, and/or in work for public agencies.
- d. An employee whose work tasks involve a high level of interaction with the public (e.g. in trainings, liaison with businesses or non-profit organizations, etc.).
- e. An employee whose work tasks involve presentations or testimony to public agencies (e.g. City Councils, the Board of Supervisors) and/or community organizations (e.g. service organizations, community groups, homeowner's associations, etc.).

ATTACHMENT 3

ELEMENTS TO BE CONTAINED IN THE ANNUAL WORKPLAN AND BUDGET

1. **Scope of Work.** The proposed Annual Workplan and Budget will contain a detailed scope of work for each proposed task, the employee work hours estimated to complete each task, the name(s) of the specific employees that will perform the work for each task, the cost of the work hours for each task, all proposed overhead costs for the Administrator and all other projected costs. If the Administrator is a public agency, the costs may be shown as a percentage of each Full Time Equivalent (FTE) and the cost therefore, as long as the position (such as 'Analyst I') and the name of the employee filling that position are indicated, along with the fully burdened cost of the specified percentage of each FTE. The proposed Annual Workplan shall contain a list of key milestones for each task.
2. **Administrative Tasks.** The Workplan shall include a task for providing administrative support for the TAC including work hours to prepare meeting agendas, to schedule meetings, attend meetings, prepare minutes and correspondence, and carry out the direction of the TAC and all Committees and Subcommittees. The Workplan shall also include a separate task for providing administrative support to the Commission including work hours to prepare agendas, attend Commission meetings, prepare minutes, and carry out the direction of the Commission, its Committees and Subcommittees.
3. **Other Staff Commitments.** The proposed Workplan will contain a listing of the other duties and responsibilities of each assigned employee (other than the work to be performed as Administrator for the TAC and the Commission) including the work hours and a general description of the key tasks and projects to be performed. This will serve as a cross-check (regardless of whether the Administrator is a public agency or a private firm) to ensure that the time of each employee is not overcommitted, and that sufficient time exists for each employee to complete all their assigned tasks.
4. **Fiscal Agent and Contracting Agent Costs.** The Administrator shall consult with the Fiscal Agent and with the Contracting Agent (in the event they are separate PARTIES) and shall incorporate the proposed costs for the services of each into the proposed Workplan and Budget. Such costs shall be clearly and separately identified for each function (and identified separately from those of the Administrator) and shall include the costs for employee time, expenses (such as bank fees), overhead charges and all other proposed costs.
5. **Cost Detail For Comparison.** The budget shall be formatted in a clear and concise manner such that all projected expenditures and revenues are detailed by project and line item. The proposed Workplan and Budget shall contain sufficient detail about proposed work hours and costs such that a comparison can be made between the proposed costs for the current Administrator, the current Fiscal Agent and the current

Contracting Agent, and other potential providers of these services.

- 6. Projected Amount of Fund Transfer From Fiscal Agent to Contracting Agent.** In the event the Fiscal Agent and the Contracting Agent are different PARTIES, the budget shall include the projected amount of funds to be transferred from the Fiscal Agent to the Contracting Agent in order to pay for contracts with Outside Contractors that will be awarded by the Contracting Agent in the upcoming year. Such projections shall take into account all funds currently held by the Contracting Agent (if any) and the amount of such funds already encumbered for contracts in progress. The projection shall be accompanied by a recommendation as to the frequency of fund transfers from the Fiscal Agent to the Contracting Agent that will be required to fund contracts awarded by the Contracting Agent for the upcoming year (e.g. annual one-time transfer of funds, quarterly transfer of funds, or other recommended timing.)
- 7. Discussion Concerning Potential Conflicts.** Once the initial draft of the proposed Annual Workplan is prepared, the IC Chair, the Administrator, the Fiscal Agent and the Contracting Agent shall meet to review and discuss the Workplan and shall work cooperatively to identify and address any potential conflicts that could arise with regard to policies of the Administrator, the Fiscal Agent or the Contracting Agent. Examples include proposed sale of recycling containers or other goods at less than the purchase price (i.e. subsidized cost of compost bins for the home composting program); provision of recycling grants, prizes, incentives; and other such items. At the direction of the IC Chair, the Administrator shall further investigate any potential conflicts that have been identified, and shall, in consultation with the Fiscal Agent and the Contracting Agent, research and propose solutions for each. If solutions cannot be found, the issue may be presented to the IC for further consideration and/or the IC Chair may direct the Administrator to revise the Workplan and Budget to remove the items creating the potential conflict. In this event the IC Chair will inform the IC of such action when the Annual Workplan and Budget are considered for approval.

ATTACHMENT 4

CODE OF ETHICAL CONDUCT

1. Members shall strive to conduct all meetings, discussions and deliberations in a spirit of collaboration and partnership. Members shall treat all persons with respect and courtesy. In the course of discussions, members shall make their arguments on the merits of the issue rather than engaging in personal remarks or attacks on persons holding positions other than their own.
2. All members shall remain aware that the activities of the TAC are funded by fees raised from the public; and that the TAC is recommending expenditures of public funds. Members shall act prudently and in the best interest of the public when making fiscal and policy decisions.
3. Members shall voluntarily recuse themselves from all discussions and votes, and shall refrain from expressing any opinion to other members on issues where any one of the following apply:
 - a. The member holds a financial interest such that the member could financially benefit from the action or issue being considered.
 - b. The member is an owner or investor of a business the TAC is considering doing business with.
 - c. The member owns land that is being considered for purchase or lease by the TAC or by any program funded by the TAC.
 - d. A charity, community group or non-governmental organization to which the member belongs or contributes funds would receive funds from the TAC for projects or services.
 - e. A person in the member's family could benefit financially from the action or issue being considered. Family includes the members' spouse, children, step-children, grandchildren and step-grandchildren, as well as siblings and parents of the member and the member's spouse.
4. A member recusing themselves shall mean (a) announcing the member has a conflict of interest when the item is opened for discussion, (b) leaving the meeting room before discussion on the matter commences, and (c) not returning to the room until after discussion and any vote on the matter is concluded.
5. Members shall periodically conduct a self-assessment and inventory of any potential conflicts of interest they may have and, if the member is unsure whether or not a conflict exists, the member shall discuss the issue with the TAC Chair, the Administrator, TAC Legal Counsel or legal counsel for the member's own agency.
6. In the event a member fails to recuse him or her self during discussion of an issue where the member appears to have a conflict of interest, the Chair of the meeting shall ask the member to recuse him or her self and shall halt discussion about the issue until the member has left the room.
7. Members shall not engage in financial transactions using non-public information nor allow the improper use of such information to further any personal or private interest.

TAC MEMORANDUM OF AGREEMENT

8. Members shall not solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the TAC, or whose interests may be substantially affected by actions of the TAC. Gifts do not include coffee, tea, donuts, discounts available to the general public, greeting cards or plaques of minor intrinsic value. It is appropriate and prudent for members to decline even items of minor intrinsic value from sources described in this section.
9. Members shall not knowingly make unauthorized commitments or promises of any kind purporting to bind the TAC to take any type of action or to approve any contract, program or other commitment.
10. Members shall not use their membership on the TAC for private gain.
11. Members shall always act impartially and objectively and not give preferential treatment to any organization or individual.
12. Members shall not seek or accept any contract to provide services to the TAC for a period of at least six (6) months after termination of their membership on the TAC.
13. Members shall adhere to, and be vigilant that the TAC adheres to, all applicable state, federal and local laws and regulations.
14. All members shall participate in a TAC-sponsored Ethics Training biennially.
15. Members shall endeavor to avoid any actions or statements that violate, or that create the appearance that they are violating, the law or any ethical standards set forth in this Attachment.

ATTACHMENT 5
PROCEDURES FOR TRANSFER OF COUNTYWIDE FUNDS FROM FISCAL AGENT
TO CONTRACTING AGENT

The following procedures shall be used in the event the Fiscal Agent and the Contracting Agent are different PARTIES.

1. As part of its review and approval of the Annual Workplan and Budget, the IC shall establish the amount of funds and the schedule for transfer of funds from the Fiscal Agent to the Contracting Agent for the upcoming fiscal year.
2. Upon approval of the Annual Workplan and Budget by the Commission, the IC may take appropriate actions consistent with the Annual Workplan and Budget, including but not limited to, the following:
 - A. Direct the Fiscal Agent to transfer specific amount(s) of Countywide Funds to the Contracting Agent on a specified schedule. The schedule may call for annual, quarterly, or more frequent transfers, as needed for the fiscal year.
 - B. Adjust the timing and/or the amount(s) of funds to be transferred by the Fiscal Agent to the Contracting agent if circumstances change during the year, or if there are other reasons to do so.
 - C. In the event the IC directs a change in the scope of work for an existing Outside Contractor that will increase the cost of the work, the IC may direct the Fiscal Agent to transfer additional funds to the Contracting Agent to pay for the amended scope of work.
3. In the event the Fiscal Agent is also serving as the Administrator, the IC shall direct the Fiscal Agent to transfer funds to the Contracting Agent for payment of the Administrator. The Contracting Agent shall pay the Administrator pursuant to the contract executed between the Contracting Agent and the Administrator.
4. If a single PARTY is serving as the Fiscal Agent and the Contracting Agent, the IC may direct that PARTY to retain a specified amount of Countywide Funds to pay the PARTY for performing the services of Fiscal Agent and Contracting Agent.
5. In the event a single PARTY is serving as the Fiscal Agent, the Administrator and the Contracting Agent, the IC will direct the PARTY to implement the Annual Workplan and Budget as approved by the IC and the Commission. This includes paying the costs specified in the approved Budget for the PARTY performing the duties of the Administrator, the Fiscal Agent and the Contracting Agent, as well as carrying out the duties of each.
6. If the Contracting Agent is, at any time, running out of funds or projects a shortfall in funds due to changed conditions or circumstances, the Contracting Agent shall immediately inform the IC and the Fiscal Agent and proceed according to the directions of the IC.
7. When making transfers of funds to the Contracting Agent, the Fiscal Agent shall make the required arrangements for an electronic transfer of funds or for preparation of a check made payable to the Contracting Agent.
8. If the Contracting Agent does not receive funds from the Fiscal Agent pursuant to the schedule directed by the IC, the Contracting Agent shall promptly inform the Fiscal Agent and the Fiscal Agent shall promptly arrange for the funds to be transferred.

TAC MEMORANDUM OF AGREEMENT

9. At the end of the fiscal year, the IC will review the Year End Contract Status Report from the Contracting Agent, the Year-End Budget Report from the Fiscal Agent, and the Year-End Report from the Administrator. The IC may direct the Contracting Agent to transfer unspent, unencumbered funds to the Fiscal Agent or to retain such funds for use in the following fiscal year. The Contracting Agent will promptly comply with the directions of the IC.

10. If the IC directs the Contracting Agent to transfer unspent funds to the Fiscal Agent, the Fiscal Agent shall acknowledge receipt of such funds to the Contracting Agent and shall note the transfer in the accounting records of the Fiscal Agent pursuant to generally accepted government accounting procedures.

County of Santa Clara

Department of Agriculture and Environmental Management
Recycling and Waste Reduction Division

1555 Berger Drive Suite 300
San Jose, CA 95112
(408) 282-3180
Fax (408) 282-3188



<http://www.ReduceWaste.org>

DATE: September 2, 2014
TO: Clerk of the Board
FROM: Lisa Rose 
RE: Memorandum of Agreement

Attached are the original, signed copies of the Agreement Creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee, signed by each Party to the Agreement. Please forward an executed copy to me (electronically) and I will distribute to each of the cities. Please contact me at 408-282-3166 or lisa.rose@aem.sccgov.org if you have any questions.

**MEMORANDUM OF
UNDERSTANDING AMONG LOCAL
PUBLIC AGENCIES IN
SANTA CLARA COUNTY
FOR FOOD RECOVERY PROGRAM COSTS**

SECTION 1. OVERVIEW

This Memorandum of Understanding ("MOU") is between the cities of Cupertino, Gilroy, Los Altos, Milpitas, Morgan Hill, Mountain View, Palo Alto, San José, Santa Clara, and Sunnyvale; the town of Los Altos Hills; the County of Santa Clara; and the West Valley Solid Waste Management Authority on behalf of its member agencies, the cities of Campbell, Monte Sereno and Saratoga; and town of Los Gatos; collectively "Parties" or individually as a "Party."

SECTION 2. RECITALS

WHEREAS, the signatory Parties are also "PARTIES" to the Memorandum of Agreement for the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee, which is a Committee of the County of Santa Clara Recycling and Waste Reduction Commission that advances the interests of Party jurisdictions by performing technical and policy review to inform parties and advise the Commission on solid waste management issues, and bring together varied expertise and viewpoints for planning and implementing the Commission approved annual workplan and budget;

WHEREAS, the Parties have previously agreed to jointly fund the cost of a countywide edible food recovery program to satisfy their respective obligations under SB 1383 (2016) and the corresponding regulations;

WHEREAS, the County of Santa Clara is the Fiscal Agent for the Technical Advisory Committee (TAC) to the Santa Clara County Recycling and Waste Reduction Commission and the City of Morgan Hill is the Administrator and Contracting Agent for the TAC;

WHEREAS, the City of Morgan Hill, as Program Administrator and Contracting Agent, has contracted with Joint Venture Silicon Valley to implement and manage the countywide Food Recovery Program ("Program") for Fiscal Year 2023/24;

WHEREAS, the Parties desire to execute this MOU to provide for their respective share of costs for the Program;

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 3. PURPOSE OF THE MOU

The purpose of this MOU is to establish a means of requiring:

Payment by the Parties for their share of the costs for implementation of the Program.

SECTION 4. EFFECTIVE DATE

This MOU shall be effective upon execution of this MOU by all Parties ("Effective Date").

SECTION 5. PAYMENTS UNDER THIS MOU

For purposes of the Program, the County of Santa Clara is the Fiscal Agent and the City of Morgan Hill is the TAC Administrator and Contracting Agent, as specified in the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee MOA.

The Parties agree to share costs for the services as described in Exhibit A of this MOU.

The County of Santa Clara will, within thirty (30) days of the Effective Date of this MOU, submit to the other Parties an invoice for the amounts due under the MOU. Each party will make their payment to the County of Santa Clara based on the invoice amount.

SECTION 6. RECORDS AND ACCOUNTS

The County of Santa Clara will keep complete and accurate financial records related to accomplishing the purposes of this MOU. Upon reasonable notice to the County of Santa Clara, any Party to this MOU may inspect the financial records related to this MOU.

SECTION 7. FURTHER ASSURANCES

Each Party will adopt, execute, and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the Parties' performance of their obligations under this MOU.

SECTION 8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to all other Parties as follows:

Authority: Each Party has the full legal right, power and authority under the laws of the State of California to enter into this MOU and to carry out all of its obligations herein.

Due Execution: Each Party's representatives who sign this MOU are duly authorized to sign and bind their respective agency.

SECTION 9. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved in this MOU is exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise, and all such remedies may be exercised without exhausting and without regard to any other remedy.

SECTION 10. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this MOU. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this MOU. The obligations set forth in this paragraph will survive termination and expiration of this MOU.

SECTION 11. SEVERABILITY

The provisions of this MOU shall be severable, and if any clause, sentence, paragraph, provision or other part shall be adjudged by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU will be valid and binding on the Parties.

SECTION 12. AMENDMENTS

This MOU may only be amended by a written instrument signed by the Parties.

SECTION 13. COUNTERPARTS

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

SECTION 14. USE OF ELECTRONIC SIGNATURES

Unless otherwise prohibited by law, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by

facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City of Morgan Hill. For the purposes of this agreement, the approved methods of signing shall be via DocuSign or original ink signature signed in counterpart and scanned over to the CITY via electronic mail.

SECTION 15. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This MOU, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this MOU, the terms specified in the body of this MOU shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may be modified only by a written amendment duly executed by the Parties to this MOU.

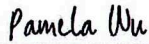
SECTION 16. NO LEGAL RELATIONSHIP

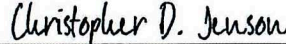
By entering into this MOU, the Parties are neither forming, nor do they intend to form a partnership, agency, or any other legal entity relationship. No Party is authorized to bind or to act as the agent or legal representative of the other Party for any purpose, and neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other Party.

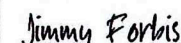
SECTION 17. GOVERNING LAW, VENUE

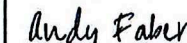
This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

IN WITNESS OF, the Parties have executed the MOU as of the last date set forth below:

DocuSigned by:

 AA92FF3291C7438
 City of Cupertino - City Manager
 Date: 5/2/2023

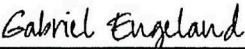
DocuSigned by:

 4EA6B27CD2B74F4
 Approval as to form, Cupertino
 Date: 5/1/2023

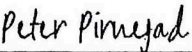
DocuSigned by:

 FAB7DCFFD8254E3
 City of Gilroy - City Manager
 Date: 5/2/2023

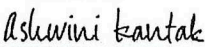
DocuSigned by:

 1979C9EB5B68470
 Approval as to form, Gilroy
 Date: 5/4/2023

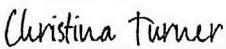
DocuSigned by:

 0B31E7C58B41484...
 Date: 5/1/2023

DocuSigned by:

City of Los Altos - City Manager
Date: 5/1/2023

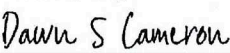
DocuSigned by:

Town of Los Altos Hills - Town Manager
Date: 5/1/2023

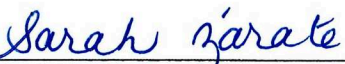
DocuSigned by:

City of Milpitas - City Manager / ACTING
Date: 5/10/2023

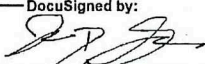
DocuSigned by:

City of Morgan Hill - City Manager
Date: 5/5/2023

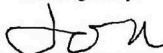
DocuSigned by:

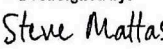
City of Mountain View - City Manager
Date: 5/5/2023

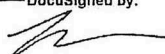
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City of Mountain View - Public Works Director
Date: 5/1/2023

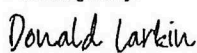

City of San Jose - City Manager
Date: 5/26/2023

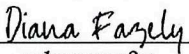
DocuSigned by:

City of Santa Clara - City Manager
Date: 5/7/2023

DocuSigned by:

Approval as to form, Los Altos
Date: 5/1/2023

DocuSigned by:

Approval as to form, Los Altos Hills
Date: 5/19/2023

DocuSigned by:

Approval as to form, Milpitas
Date: 5/1/2023

DocuSigned by:

Approval as to form, Morgan Hill
Date: 5/1/2023

DocuSigned by:

Approval as to form, Mountain View
Date: 5/3/2023

DocuSigned by:

City of Mountain View - Finance/
Administrative Services Director
Date: 5/2/2023


Approval as to form, San Jose
Date: 6/1/2023

DocuSigned by:

Approval as to form, Santa Clara (City)
Date: 5/22/2023

DocuSigned by:
Kent Steffens
City of Sunnyvale - City Manager
Date: 5/2/2023

DocuSigned by:
Matthew Hada
County of Santa Clara - Director of Procurement
Date: 5/1/2023

DocuSigned by:
Fola Hilton
West Valley Solid Waste Management
Authority - President
Date: 5/1/2023

DocuSigned by:
Ed Shikada
City of Palo Alto - City Manager
Date: 5/5/2023

DocuSigned by:
Rebecca Moon
Approval as to form, Sunnyvale
Date: 5/1/2023

DocuSigned by:
Willie Nguyen
Approval as to form, Santa Clara County
Date: 5/1/2023

DocuSigned by:
Kirsten Powell
Approval as to form, West Valley Solid
Waste Management Authority
Date: 5/8/2023

DocuSigned by:
Caro Culler
Approval as to form, City of Palo Alto
Date: 5/11/2023

EXHIBIT A

COSTS AND SCOPE OF SERVICES

Proposed Jurisdiction Contributions for Base Program and Infrastructure - FY 23-24 Program Costs									
Jurisdictions	Initial Local Asst. Grant (LAG) Allocation	Initial program "pledge" 19% of LAG	Tier 1 Generators	Tier 2 Generators	Total Generators	Base Program Contract Cost (\$133 per generator)	Base Program Contribution (\$133 per generator)	Potential Infrastructure Enhancements	Enhancement Contribution
Campbell	\$ 55,495	\$ 10,544	11	49	60	\$ 7,980	\$ 7,980	\$ 2,564	\$ 2,564
Cupertino	\$ 77,953	\$ 14,811	10	80	90	\$ 11,970	\$ 11,970	\$ 2,841	\$ 2,841
Gilroy	\$ 75,255	\$ 14,298	11	48	59	\$ 7,847	\$ 7,847	\$ 6,451	\$ 6,451
Los Altos	\$ 41,038	\$ 7,797	7	34	41	\$ 5,453	\$ 5,453	\$ 2,344	\$ 2,344
Los Altos Hills	\$ 20,000	\$ 3,800	0	2	2	\$ 266	\$ 266	\$ 3,534	\$ 3,534
Los Gatos	\$ 41,465	\$ 7,878	10	45	55	\$ 7,315	\$ 7,315	\$ 563	\$ 563
Milpitas	\$ 100,259	\$ 19,049	21	92	113	\$ 15,029	\$ 15,029	\$ 4,020	\$ 4,020
Monte Sereno	\$ 20,000	\$ 3,800	0	1	1	\$ 133	\$ 133	\$ 3,667	\$ 3,667
Morgan Hill	\$ 63,156	\$ 12,000	15	43	58	\$ 7,714	\$ 7,714	\$ 4,286	\$ 4,286
Mountain View	\$ 109,638	\$ 20,831	17	114	131	\$ 17,423	\$ 17,423	\$ 3,408	\$ 3,408
Palo Alto	\$ 89,759	\$ 17,054	7	106	113	\$ 15,029	\$ 15,029	\$ 2,025	\$ 2,025
San Jose	\$ 1,351,654	\$ 256,814	212	787	999	\$ 132,702	\$ 132,702	\$ 124,112	\$ 124,112
Santa Clara	\$ 172,504	\$ 32,776	40	162	202	\$ 26,866	\$ 26,866	\$ 5,910	\$ 5,910
Saratoga	\$ 41,085	\$ 7,806	2	26	28	\$ 3,724	\$ 3,724	\$ 4,082	\$ 4,082
Sunnyvale	\$ 202,777	\$ 39,368	26	144	170	\$ 22,610	\$ 22,610	\$ 16,758	\$ 16,758
Unincorporated SCC	\$ 113,337	\$ 23,000	13	35	48	\$ 6,384	\$ 6,384	\$ 16,616	\$ 16,616
Totals	\$ 2,575,374	\$ 491,627	402	1768	2170	\$ 288,445	\$ 288,445	\$ 203,182	\$ 203,182
West Valley Cities: FY 23-24 contributions funded by West Valley Solid Waste Management Authority							\$ 19,152		\$ 10,876

Note: Initial program pledge was based on program cost estimate before program establishment and experience with program scope of work.

Enhancement Contributions may be reduced, but not the Base Program Contribution.

Contributions to Infrastructure Enhancements by each agency are subject to change pending final approvals by each Agency.

EXHIBIT A: SCOPE OF SERVICES

Base Program – Countywide Food Recovery Program Management

From July 1, 2023 to June 30, 2024, Joint Venture Silicon Valley will run the Santa Clara County Food Recovery Program, serving as the food recovery program (Program) on behalf of all jurisdictions (Jurisdictions) of the Parties, and coordinating with any Party performing their own enforcement.

The Base Program

1. Will develop and coordinate a standardized and uniform method to comply with California Code of Regulations, Title 14, Division 7, Chapter 12, “Short-Lived Climate Pollutants.” The Program will operate within the Party’s boundaries and replace the need for the Party to create such a program on its own.
2. Each year by March, the Program will conduct a review of new Tier 1 and Tier 2 Entities, to ensure that as businesses open in Santa Clara County, the appropriate regulated entities are added to the Tier 1 and Tier 2 lists. Closing businesses will be identified during the reporting process, and be eliminated from the lists.
3. Provide Parties with requirements for inclusion in the ‘large event’ list requested from each Party, as well as provide electronic materials for distribution for large event planners.
4. Shall provide Parties with the information and data necessary for the Parties to make their required reports to CalRecycle.
5. Shall retain records of inspections for each Party for a minimum of five (5) years.
6. Shall notify the Party promptly about any related issues that require the Party’s assistance or to request the Party lead in resolving the issue(s) that arise related to non-compliance.
7. Shall fulfill the annual education requirement for the Parties and provide the data needed for the Parties to complete required CalRecycle reports.
8. Shall conduct generator and Food Recovery Organization/Services requests for reports, compile the results, and communicate those results to the jurisdictions for inclusion in the Implementation Record Data Summary, and to Santa Clara County for use in future Capacity Planning efforts.
9. Shall conduct inspections and monitoring in compliance with CalRecycle expectations for Tier One businesses, Tier Two entities and Organizations, and Food Recovery Organizations and Services.
10. The Program shall supply appropriate content for the web site, SCCFoodRecovery.org, as well as a list of Food Recovery Organizations and Services. The list will be annually updated and made accessible to Tier 1 and 2 Entities.

11. The Program leadership shall represent the interests of the Program with other entities, Counties, and CalRecycle.
12. The Program leadership shall create reports about Program activities at the end of each fiscal year. These reports shall include monitoring statistics, details on overall compliance, compliance in certain sectors, total number of pounds of food recovered, and a summary of all enforcement actions taken.
13. Statistics about food recovery in Santa Clara County will be shared on the Office of Sustainability website as part of the Sustainability Master Plan Data Dashboard and the Annual Sustainability Report.

All Parties to this MOU will receive the Base Program services.

Infrastructure Enhancements Program

As shown in Exhibit A of this MOU, jurisdictions have chosen to contribute to the edible food recovery Infrastructure Enhancements Program which will direct additional food recovery resources to participating jurisdictions between July 1, 2023 and June 30, 2024. The Infrastructure Enhancements Program will include two subprograms, described as follows:

- 1) Small Capacity Grants. Grants will be issued to increase the food recovery capacity of food recovery organizations that serve contributing jurisdictions. Applications will be solicited, awards will be issued, and funds will be distributed. Joint Venture Silicon Valley will provide information for Annual Reporting that shows how contributions to this subprogram were spent on behalf of each participating Agency.
- 2) Food Waste Prevention Classes. A webinar/in-person series will be advertised for different sectors regulated under SB 1383 (e.g., restaurants, hospitals, schools, large events). The series will promote food waste prevention measures specific to each regulated sector, provide food recovery tips and best practices, and teach businesses and organizations how to comply with SB 1383 and local ordinances. The series will start with Tier 2, and then move into Tier 1 groups that answered 'zero pounds' in their reports, if funding allows. Joint Venture Silicon Valley will provide information for Annual Reporting that shows how contributions to this subprogram were spent on behalf of each participating Party.

Certificate Of Completion

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17575 Peak Ave

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Morgan Hill, CA 95037

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cityclerk@morganhill.ca.gov

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Holder: City Clerk's Office

Location: DocuSign

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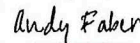
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Signer Events

Andy Faber

andy.faber@berliner.com

City Attorney

Security Level: Email, Account Authentication
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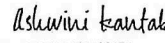
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Ashwini Kantak

akantak@milpitas.gov

Security Level: Email, Account Authentication
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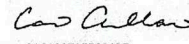
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Caio Arellano

caio.arellano@cityofpaloalto.org

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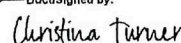
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Christina Turner

christina.turner@morganhill.ca.gov

City Manager

City of Morgan Hill

Security Level: Email, Account Authentication
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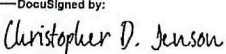
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Christopher D. Jenson
christopherj@cupertino.org
Security Level: Email, Account Authentication
(None)

Signature

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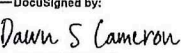
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Dawn S Cameron
dawn.cameron@mountainview.gov
Security Level: Email, Account Authentication
(None)

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Derek Rampone
derek.rampone@mountainview.gov
Security Level: Email, Account Authentication
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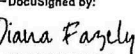
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Diana Fazely
diana.fazely@mountainview.gov
Security Level: Email, Account Authentication
(None)

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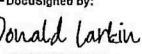
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Donald Larkin
donald.larkin@morganhill.ca.gov
City Attorney/Risk Manager
Security Level: Email, Account Authentication
(None)

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Signer Events

Ed Shikada
ed.shikada@cityofpaloalto.org
Security Level: Email, Account Authentication
(None)

Signature

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Ed Shikada
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Gabriel Engeland
gengeland@losaltosca.gov
Security Level: Email, Account Authentication
(None)

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Gabriel Engeland
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Jimmy Forbis
jimmy.forbis@ci.gilroy.ca.us
City Administrator
Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style
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Jolie Houston
jolie.houston@berliner.com
Security Level: Email, Account Authentication
(None)

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Jovan D. Grogan
jgrogan@santaclaraca.gov
Security Level: Email, Account Authentication
(None)

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Kent Steffens
ksteffens@sunnyvale.ca.gov
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Kimbra McCarthy
kimbra.mccarthy@mountainview.gov
Security Level: Email, Account Authentication
(None)

Signature

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Kirsten Powell
kpowell@loganpowell.com
Security Level: Email, Account Authentication
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Luis M. Haro
ggoogins@santaclaraca.gov
Security Level: Email, Account Authentication
(None)

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Matthew Hada
matthew.hada@prc.sccgov.org
Security Level: Email, Account Authentication
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Michael Mutalipassi
mmutalipassi@milpitas.gov
Security Level: Email, Account Authentication
(None)

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Michael Mutalipassi
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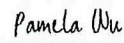
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Signer Events

Pamela Wu
pamelaw@cupertino.org
Security Level: Email, Account Authentication
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Signature

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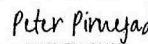
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Peter Pirnejad
ppirnejad@losaltoshills.ca.gov
Security Level: Email, Account Authentication
(None)

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Rebecca Moon
rmoon@sunnyvale.ca.gov
Security Level: Email, Account Authentication
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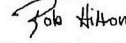
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Rob Hilton
rchilton@hfh-consultants.com
President
Security Level: Email, Account Authentication
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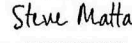
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stevem@meyersnave.com
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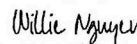
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Willie Nguyen
willie.nguyen@cco.sccgov.org
Security Level: Email, Account Authentication
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Casey Leedom cleedom@losaltosca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/1/2023 11:08:46 AM
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Hailey Gordon hgordon@hfh-consultants.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/1/2023 11:08:59 AM

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Electronic Record and Signature Disclosure:
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Hemali Mikhael
hemali.mikhael@mountainview.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Ivan Carmona-Torres
ivan.carmonatorres@morganhill.ca.gov

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:
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Jennifer Cutter
jennifer.cutter@mountainview.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Viewed: 5/1/2023 11:28:24 AM

Kim Mancera
kim.mancera@morganhill.ca.gov

Municipal Services Assistant

City of Morgan Hill

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 5/1/2023 11:08:56 AM

Laura Lo
laura.lo@mountainview.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 5/1/2023 11:08:47 AM

Michele Young
michele.young@cep.sccgov.org

Security Level: Email, Account Authentication
(None), Login with SSO

Electronic Record and Signature Disclosure:
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Myvan Khuu-Seeman
mkhuuseeman@milpitas.gov

Security Level: Email, Account Authentication
(None)

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Paula Borges
paula.borges@cityofpaloalto.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Carbon Copy Events

Sarina Revillar
srevillar@losaltoshills.ca.gov
Security Level: Email, Account Authentication
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Shikha Gupta
sgupta@sunnyvale.ca.gov
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Tania Katbi
tkatbi@losaltosca.gov
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Tanya Carothers
tanya.carothers@moerganhill.ca.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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Ursula Syrova
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WVSWMA
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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	5/1/2023 11:09:05 AM
Envelope Updated	Security Checked	5/1/2023 11:48:46 AM
Envelope Updated	Security Checked	5/1/2023 11:55:45 AM
Envelope Updated	Security Checked	5/1/2023 11:55:45 AM
Envelope Updated	Security Checked	5/1/2023 12:41:42 PM
Envelope Updated	Security Checked	5/1/2023 12:41:42 PM
Envelope Updated	Security Checked	5/2/2023 7:49:20 AM
Envelope Updated	Security Checked	5/3/2023 1:48:51 PM
Envelope Updated	Security Checked	5/3/2023 1:48:51 PM
Certified Delivered	Security Checked	5/1/2023 11:10:42 AM
Signing Complete	Security Checked	5/1/2023 11:15:46 AM
Completed	Security Checked	5/22/2023 12:39:39 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Morgan Hill (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Morgan Hill:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michelle.bigelow@morganhill.ca.gov

To advise City of Morgan Hill of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michelle.bigelow@morganhill.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Morgan Hill

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Morgan Hill

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Morgan Hill as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Morgan Hill during the course of your relationship with City of Morgan Hill.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute an Amended Stormwater Management Facilities Operation and Maintenance Agreement for Toll West Coast, LLC for the Parkside Project at 1980 and 1992 Tarob Court and 551 Lundy Place (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2024
Recommendation:	Approve and authorize the City Manager to execute an amendment to the Stormwater Management Facilities Operation and Maintenance Agreement for Toll West Coast, LLC for the Parkside Project at 1980 and 1992 Tarob Court and 551 Lundy Place.

BACKGROUND:

Toll West Coast, LLC (Developer) received three separate entitlements for the development of property located on 1980 and 1992 Tarob Court and 551 Lundy Place Projects, collectively known as Parkside Project ("Project"). The combined project area totals approximately 8.88 acres and is located within the Milpitas Metro Specific Plan Area.

The three development entitlements associated with this Project are as follows:

- September 20, 2016, the City Council adopted Resolution No. 8587 for the 2.81-acre parcel located at 1980 Tarob Court for construction of 59 residential condominium units with related common areas, utilities, offsite improvements, landscaping, irrigation, and stormwater treatment measures.
- October 3, 2017, the City Council adopted Resolution No. 8702 for the 2.42-acre parcel located at 1992 Tarob Court for construction of 53 residential condominium units with related common areas, utilities, offsite improvements, landscaping, irrigation, and stormwater treatment measures.
- February 20, 2018, the City Council adopted Resolution No. 8748 for the 3.65-acre parcel located at 551 Lundy Place approving construction of 89 residential condominium units with related common areas, utilities, offsite improvements, landscaping, irrigation, and stormwater treatment measures.

On November 15, 2022, the City Council approved a Stormwater Management Facilities Operation and Maintenance Agreement (Agreement) with the Developer requiring the Home Owner Association (HOA) to operate and maintain the installed stormwater treatment facilities in accordance with the Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit and compensate the City to complete the required annual system inspections. Staff is recommending amending the Agreement to include provisions for the Developer (or its successor) to switch the irrigation system to a recycled water supply when it becomes available.

ANALYSIS:

As a condition of approval, the Project is to irrigate the landscape areas by recycled water when it becomes available; in the meantime, the City has granted a temporary use of domestic water for this purpose. The Developer constructed a recycle water main in Tarob Court for future connection but was unable to connect to the operational system as there is no public access to the termination point located in front of the 355 Sango Court Affordable Housing project, approximately 400 feet away. The developer of the GeoMax 2 residential development located at 1905 Tarob Court will construct the final phase of the Sango Court road extension which will provide public access to deliver recycled water to the Project. Once the road extension is completed, no later than 2027, the development's irrigation system will be switched to use recycled water.

The Developer is nearing the Project's final completion and ready to form an HOA to manage the residential development which is anticipated in 2025 or 2026. To ensure that the Project switches over to the recycled water supply when the water main along Tarob Court becomes operational, the Developer has agreed to amend the Agreement. The Property Owner will have one year from the date of the City's notification that the system is operational to switch all irrigation systems supplied by domestic water to recycled water. The approved Project's construction plans included an irrigation system to be provided by the recycled water system which has been constructed.

Staff recommends the City Council approve the amended Agreement to include Item K and Section 5 to ensure the Property Owner converts the development's irrigation system. The amendment has been reviewed by the City Attorney and approved as to form, and by the City Engineer as to content.

POLICY ALTERNATIVE(S):

Alternative: Not approve the amendment to the Agreement with the City for operation, maintenance and annual inspection of stormwater treatment facilities.

Pros: None

Cons: Not approving the amendment to the Agreement would cause the Project to not be compliant with the Conditions of Approval for this Project as well as the requirements of the City's Municipal Code and State law.

Reason for Not Recommending: To comply with Project conditions and ensure for the use of recycled water for irrigation of the development.

FISCAL IMPACT:

None. The Developer (or its successor) will incur the cost to convert the development's irrigation system to recycled water.

California Environmental Quality Act (CEQA):

The City Council approval of the Agreement was already reviewed under the California Environmental Quality Act (CEQA) at the time the City Council approved the entitlements for the project thru an initial environmental assessment.

The proposed Project is covered under the scope of activities approved under the Transit Area Specific Plan (TASP)/Metro Plan EIR, SCH#SCH2006032091, which was certified by the Milpitas City Council on June 3, 2008. The EIR included a program of activities including construction of up to 7,109 residential units within the TASP/Metro Specific Plan Area. The proposed 59 residential units and residential amenity space fall within this scope of development activity contemplated in the TASP EIR. LSA Associates completed an environmental assessment of the proposed Project to confirm the proposed Project is within the scope of the TASP EIR. The analysis found that the Project is consistent with the TASP EIR and confirmed the Project is within the scope of development density considered under the TASP EIR. No new impacts were identified and no new mitigation measures are required. Policies and/or mitigation measures required of projects covered under the TASP EIR are included as Conditions of Approval. Pursuant to Public Resources Code section 21166 and CEQA Guidelines 15168©(2), the Project is exempt from further review under CEQA.

RECOMMENDATION:

Approve and authorize the City Manager to execute an amendment to the Stormwater Management Facilities Operation and Maintenance Agreement between Toll West Coast, LLC for the Parkside Project at 1980 and 1992 Tarob Court and 551 Lundy Place.

Attachment(s):

1. Amended Stormwater Management Facilities Operation and Maintenance Agreement

Control No. 2024- _____

Recording Requested by
and when Recorded, return to:

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035-5479

Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Document Transfer Tax is \$ 0

() Computed on full value of property conveyed

() Computed on full value less value of liens and encumbrances remaining

City transfer tax is \$ 0

Tract Map: 10421 (1980 Tarob Court)

Lots: 1 to 6 (All lots have treatment measures)

Tract Map: 10455 (1992 Tarob Court)

Lots: 1 & 4 to 7

Parcels: A & B

Tract Map: 10475 (551 Lundy Place)

Lots: 1 to 4 & 6 to 13 (Except Lot 5 all lots have treatment measures)

STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this _____ day of _____ 2024 ("Effective Date"), by and between Toll West Coast, LLC a Delaware Limited Liability Company ("Property Owner") and the City of Milpitas, a municipal corporation of the State of California ("City").

RECITALS

This AGREEMENT is made and entered into with reference to the following facts:

- A. **WHEREAS**, the Property Owner is the owner of real property more particularly depicted and described on the attached as **Exhibit A** ("Property") and fully incorporated herein by reference; and
- B. **WHEREAS**, the Property Owner received three entitlements from the City allowing the development of the Properties as a common interest development under one HOA.

- C. **WHEREAS**, On September 20, 2016, 1980 Tarob Court was entitled for the construction of 59 residential units with, emergency vehicle access, utilities, and associated offsite and onsite improvements landscaping, irrigation, and stormwater treatment measures on a 2.81 acre site located at 1980 Tarob Court in Milpitas and more commonly known as Parkside, Project No. PJ1374, (the “Project”) on the Property; and subject to conditions set forth in the following (collectively “City Approvals”):
1. Resolution No. 8587 approving Site Development Permit No. SD15-0015,
 2. Resolution No. 8587 approving Vesting Tentative Map No. MT15-0013,
 3. Resolution No. 8587 approving Conditional Use Permit No. UP15-0020, and
 4. Resolution No. 8587 approving Environmental Assessment No. EA16-0003;
- D. **WHEREAS**, On October 3, 2017, 1992 Tarob Court was entitled for the construction of 53 residential condominium units with related common areas, and dedicate all necessary easements on a 2.42 acre site located at 1992 Tarob Court in Milpitas and more commonly known as Parkside, Project No. PJ5018, (the “Project”) on the Property; and subject to conditions set forth in the following (collectively “City Approvals”):
1. Resolution No. 8702 approving Site Development Permit No. SD16-0010,
 2. Resolution No. 8702 approving Vesting Tentative Map No. MT16-0004, and
 3. Resolution No. 8702 approving Conditional Use Permit No. UP16-0029;
- E. **WHEREAS**, On February 20, 2018, 551 Lundy Place was entitled for the construction of 89 residential condominium units with related common areas, and dedicate all necessary easements on a 3.65 acre site located at 551 Lundy Place in Milpitas and more commonly known as Parkside, Project No. PJ5030, (the “Project”) on the Property; and subject to conditions set forth in the following (collectively “City Approvals”):
1. Resolution No. 8748 approving Site Development Permit No. SD16-0009,
 2. Resolution No. 8748 approving Vesting Tentative Map No. MT16-0003, and
 3. Resolution No. 8748 approving Conditional Use Permit No. UP16-0028;
- F. **WHEREAS**, discharges to the City’s municipal separate storm sewer system (“MS4”) are regulated under state and federal law pursuant to Waste Discharge Requirements and National Pollutant Discharge Elimination System permit (“MS4 Permit”) issued by the Regional Water Quality Control Board, San Francisco Region (“Regional Board”).
- G. **WHEREAS**, pursuant to the requirements of the MS4 Permit and the City’s Stormwater and Urban Runoff Pollution Control Ordinance as codified in Milpitas Municipal Code Chapter 16 (“Ordinance”), the City Approvals require the Property Owner to install, operate and maintain, at no cost or expense to the City and as part of the common area as defined by the Davis-Stirling Common Interest Development Act, the Permanent Stormwater Pollution Prevention Measures (“BMPs”) more particularly described in the City-approved Stormwater Control Operation and

Maintenance Plan (sometimes referred to herein as "Plan") for the Project attached hereto as **Exhibit B** and fully incorporated herein by reference; and

- H. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan may be subsequently modified from time to time with City's written approval and such changes shall be fully incorporated as part of this Agreement by this reference; and
- I. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan includes provisions for the BMP Operation and Maintenance and an annual inspection checklist for the BMPs constructed on the Property; and
- J. **WHEREAS**, this Agreement memorializes the Property Owner's obligations, either directly or through a property owners association, for maintenance, operations, and inspection under the City's Ordinance and the approved Stormwater Control Operation and Maintenance Plan; and
- K. **WHEREAS**, this project is required by the conditions of approval to convert all irrigation systems currently supplied by domestic water to switch to recycled water when it becomes available through a future operational recycled water main in Tarob Court. This requirement shall be fulfilled by the Property Owner if recycled water supply becomes available prior to project final acceptance, or by the Property Owner's successor in interest if the supply of recycled water is available after project completion. If the recycled water supply is not available before project final completion, the Property Owner or its successors in interest shall retain sufficient funding within the homeowner's association's budget to fund the switch from domestic water supplied irrigation to recycled water supplied irrigation. Failure to retain sufficient funding for the switch from domestic water to recycled water shall constitute a material breach of this agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1. Responsibility for Operation and Maintenance:

The Property Owner, at its sole cost and expense, shall construct and install the BMPs shown in Exhibit B in accordance with the plans approved by and on file with the City. Property Owner shall diligently maintain in perpetuity the BMPs in a manner assuring peak performance at all times, shall make such changes or modifications to the BMPs, subject to City's prior approval as may be reasonably necessary for the BMPs to continue to operate as designed and approved and to accomplish its intended purpose and in good repair, and in compliance with all applicable Federal, State, County and local laws and regulations, including but not limited to the Ordinance, as the same may be amended, revised, and/or replaced from time to time. The Owner shall be responsible for the costs incurred in operating, maintaining, repairing and replacing the BMPs. Property Owner shall not destroy or remove the BMPs or modify any measure in any manner that would lessen its effectiveness. Property Owner shall make available copies of the approved Stormwater Control Operation and Maintenance Plan at the site with the facility or property manager.

SECTION 2: Inspection by Property Owner:

The Property Owner, at its sole cost and expense, shall conduct annual inspections of all permanent installed BMPs per the Plan. The annual inspection report shall include completion of the checklist described in the approved Stormwater Control Operation and Maintenance Plan. The BMPs must be inspected by a qualified independent inspector who is acceptable to the City. The Property Owner shall submit the Inspection Report on these BMPs to the City Engineer no later than July 15th of each year.

SECTION 3. Facility Inspection by the City:

- (a) Right of Entry. The Property Owner, on its behalf and on behalf of its successors and assigns, grants permission to the City, the inspectors of the Regional Board, and local mosquito and vector control agency, and their authorized agents and employees, to enter the Property, and to inspect the BMPs whenever the City deems necessary to enforce provisions of the Ordinance, this Agreement, or any other local or state requirements. The City may enter the premises at any reasonable time during normal business hours and upon at least 48 hours prior written notice (except that prior written notice is not required in case of emergency) to inspect the premises related to BMPs and BMP operation and maintenance, to inspect and copy records related to storm water compliance, and to collect samples and take measurements related to BMPs. The Property Owner shall deposit and maintain a Private Job Account with the City a minimum balance of **Four Thousand Dollars (\$4,000)** for inspection by City Staff pursuant to this Section 3. The deposit of Four Thousand Dollars (\$4,000.00) shall be made simultaneously with the execution of this Agreement.
- (b) Security. The City may require the Owner, its successors and assigns, from time to time, to post security in a form, amount, and for a time period satisfactory to City to guarantee performance of the obligations stated herein. Should the Owner, its successors and assigns, fail to perform the obligations under this Agreement, the City may, in the case of a cash bond, act for the Owner, its successors and assigns, using the proceeds from such cash bond, or in the case of a surety bond, require the surety to perform the obligations of this Agreement.

SECTION 4. Failure to Perform Required Facility Repairs or Maintenance by the Property Owner:

- (a) Enforcement Action. If the Property Owner or its successors fail to operate and maintain the BMPs in good working order and in accordance with the approved Plan and the City's Ordinance, the City may, but is not required to, pursue any enforcement action available at law or in equity to cause the completion of all maintenance and may charge the costs of such enforcement action against the Property Owner in any manner authorized by law or in equity.
- (b) City Maintenance. In the event of Property Owner's failure to operate and maintain BMPs in accordance with the Plan and the City's Ordinance, the City may also, with prior written notice, enter the Property to return the BMPs to good working order; provided however that the Property Owner shall have 30 days after any such notice, or such other time provided by law, to cure the relevant failure and provided further that the Property Owner shall have such additional time after the initial 30 days to complete a cure so long as Property Owner commences the cure within the initial 30 days and diligently prosecutes the cure to completion. Notwithstanding the foregoing, City may in its sole discretion enter the Property to return the BMPs to good working in an emergency and take any other necessary action to mitigate an emergency without any notice to Property Owner. The City is under no obligation to maintain or repair the BMPs, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this Section 4 takes any action to return the BMPs to good working order, the Property Owner shall reimburse the City for all the reasonable costs and expenses incurred by the City. The City will provide the Property Owner with an itemized invoice of the City's costs and expenses and the Property Owner shall make full payments to the City within thirty (30) days of the date of the invoice. If the Property Owners fails to pay the invoice within thirty (30) days, the City shall be entitled to cause a lien for any such unpaid maintenance expense bill to be recorded against the

Property. In addition, the City shall be entitled to have the unpaid amount of the invoice placed as a special assessment on the next regular tax bill levied against the Property, after which such assessment shall be collected in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedures under foreclosure and sale in the case of delinquency as provided for ordinary municipal taxes. The actions described in this section are in addition to and not in lieu of other legal remedies provided by law. Notwithstanding the above, it is understood that City is under no obligation to repair or maintain the BMPs, and in no event shall this Agreement be construed to impose any such obligation on City.

- (c) Specific Performance. The provisions of this Agreement are expressly declared to be for the benefit of the City. The City may bring an action to obtain specific performance of this Agreement and may recover its costs, including attorney fees, incurred in bringing such action.

SECTION 5: Perpetual Use of Recycled Water

This project is required by the conditions of approval to convert all irrigation systems supplied by domestic water to recycled water when recycled water becomes available through an operational recycled water main in Tarob Court. The City shall give the Property Owner written notice when the recycled water main in Tarob Court becomes operational. The Property Owner or its successors in interest shall have one year from the date of service of that notice to convert all irrigation systems supplied by domestic water to recycled water. If the recycled water supply is not available before project final completion, the Property Owner or its successors in interest shall set aside funding within the homeowner's association's budget to fund the switch from domestic water supplied irrigation to recycled water supplied irrigation.

If the Property Owner or its successors in interest fails to convert all irrigation systems supplied by domestic water to recycled water within one year of receiving the City's notice that recycle water is available, it materially breaches its obligations under this section (the "Property Owner's Breach"), and the Property Owner shall pay to the City fifty dollars (\$50.00) for each day a Property Owner Breach continues (the "Liquidated Damages"). The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that the City's harm caused by a Property Owner's Breach would be impossible or very difficult to accurately estimate, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Property Owner's Breach. In addition to Liquidated Damages, the City may seek other forms of relief, including, but not limited to specific performance and injunctive relief.

SECTION 6: Successors and Assigns:

Property Owner hereby declares that the Property shall be held, transferred, encumbered, used, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements and rights set forth herein for the use and benefit of each of the Lots. All of the limitations, easements, uses, obligations, covenants, restrictions and conditions stated herein shall run with the Property and shall be binding upon Property Owner, its successors and assigns, any and all parties having or acquiring any right, title or interest in or to the Property or any part thereof or interest therein and shall inure to the benefit of and be binding upon each successor-in-interest thereto.

Upon transfer of the property, the Property Owner shall provide the new owner with the current Plan and a copy of this Agreement and shall, in any event, be released from all obligations under this Agreement as of the effective date of the transfer of the Property.

SECTION 7. Indemnity:

The Property Owner, on Property Owner's behalf and on behalf of all successors in interest pursuant to Section 5 of this Agreement, shall indemnify, release, hold harmless, and defend the City and its authorized agents and employees from and against any and all demands, suits, liabilities, fines, losses, damages, accidents, casualties, occurrences or claims, including reasonable attorneys' fees, against the City which may in anyway arise or relate to the construction, operation, presence, existence or maintenance of the BMPs, or from any personal injury or property damage that may arise or relate from the City entering the property under Section 4. If a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend the claim and any resulting litigation at its sole cost and expense, with counsel approved by City. If any judgment is entered against the City, or its authorized agents or employees, the Property Owner must pay all costs and expenses to satisfy the judgment.

SECTION 8. Severability:

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

SECTION 9. Non-Discrimination:

The Property Owner shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 10. Governing Law:

City and Property Owner agree that the law governing this Agreement shall be that of the State of California and that Property Owner shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 11. Recordation:

Property Owner shall, within 10 days after the effective date of this Agreement, record or cause the Agreement to be recorded in the Office of the Recorder, Santa Clara County, California, at the expense of the Property Owner, which recording shall constitute notice of the obligations herein set forth and a covenant running with the land and shall be binding upon all of the successors and assigns in title to the Property. In the event Property Owner fails to timely record this Agreement, City shall be authorized but not required to record the Agreement.

SECTION 12. Books and Records:

- A. The Property Owner shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements or in any way relating to the performance of this Agreement for a minimum period of three (3) years, or for any longer period required by law.
- B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to City, at reasonable any time during regular business hours, upon at least 48 hours' prior written request by the City Attorney, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to

City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Property Owner's address indicated for receipt of notices in this Agreement.

SECTION 13. Notices:

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

City of Milpitas
Attn: City Engineer
455 East Calaveras Blvd.
Milpitas, CA 95035

To PROPERTY OWNER:

Toll Brothers, LLC
Attn: Kevin Fielding
6800 Koll Center Parkway, Suite 320
Pleasanton, CA 94566

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 14. Venue:

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 15. Interpretation, Prior Agreements:

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this Agreement, the terms specified in the body of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the parties to this Agreement.

IN WITNESS WHEREOF, the Parties execute this Stormwater Management Facilities Operation and Maintenance Agreement as of the last date set forth below:

PROPERTY OWNER:

Toll West Coast, LLC
a Delaware Limited Liability Company

By: _____
Name: Steve Savage
Title: Land Development VP, Norcal

CITY:

**CITY OF MILPITAS,
A MUNICIPAL CORPORATION**

By: _____
Ned Thomas, City Manager

Approved as to form:

By: _____
Michael Mutalipassi, City Attorney

Approved:

By: _____
Luz Cofresi-Howe
Finance Director/Risk Manager

Recommended for approval:

By: _____
Michael Silveira, PE
City Engineer

Please note that this is a placeholder for the acknowledgement. So use the most current version of the acknowledgement

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

____ Individual(s)
____ Corporate Officer(s) Titles _____ and _____
____ Partner(s) _____ Limited _____ General
____ Attorney-in-Fact
____ Trustee(s)
____ Guardian/Conservator
____ Other : _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or type of document _____

Number of pages: _____ Date of document: _____

Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

EXHIBIT A

Plat and Description for the site

EXHIBIT B

Operation and Maintenance Plan



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Approve Project Conceptual Design and Authorize a Cooperative Purchase Agreement with Williams Scotsman, Inc., through a Cooperative Procurement Contract Solicited by Region 4 Educational Service Center, for Fire Station No.1 Modular Building, Project No. 3465 (Staff Contact: Christian Di Renzo, Public Works Director; 408-586-2602; Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Public Safety
Meeting Date:	6/18/2024
Recommendation:	Adopt a resolution to (1) approve project conceptual design; (2) authorize the City Manager to execute a cooperative purchase agreement with Williams Scotsman, Inc., through a cooperative procurement contract solicited by Region 4 Educational Service Center, in an amount not-to-exceed \$818,894; and (3) authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$100,000 for Fire Station No.1 Modular Building, Project No. 3465.

Background:

Fire Station No.1 Modular Building, Project No. 3465 (Project) is included in the adopted 2025-2029 Capital Improvement Program. The Project provides for the design and replacement of an existing modular building at Main Fire Station No.1 located at 777 S. Park Victoria Drive that has exceeded its useful life.

The 36' x 60' modular building was installed in the late 1990s to house the fire staff and operations during the construction of the new Fire Station No. 1. Following the completion of the station, it has been primarily served as a venue for firefighting academies, various training courses, and additional office space during significant emergency events. As staff outgrew the Main Fire Station Administration Building, the City Office of Emergency Management (OEM) staff was relocated to the building several years ago. In 2022, the City Engineer at the time deemed the building to be unsafe to continue any functions due to its deteriorating condition and therefore recommended its replacement. As a result, the OEM staff was relocated to a temporary office at the Police Building, and the academies and training courses are temporarily being held in the conference room of Main Fire Station Administration Building until the building is replaced.

Modular buildings like the one serving Fire Station No. 1 come from a rather boutique industry where a specialized vendor provides a comprehensive service from design to installation, which is under the authority of the State of California Department of Housing and Community Development. In collaboration with the Purchasing Agent and City Attorney's Office, it was determined the solicitation methods under Section I-2-3.01 (Selection of Solicitation Methods) of the City of Milpitas Municipal Code was not practicable, and procuring the new modular building through a cooperative procurement agreement would be the most effective approach for the Project.

The City of Milpitas Municipal Code Section I-2-3.05 (d) (Public Agency Purchases) specifically authorizes the City Manager to execute agreements to purchase supplies and services without complying with the quotation or bidding requirements of Chapter 2 – Purchasing of the Municipal Code, if such purchases are based on an agreement or entered into by any public agency or cooperative purchasing program utilizing public agency procurement as the basis for contracts offered, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that (i) the underlying purchase was made using competitive negotiation or procurement procedures, and may include a nationally bid cooperative contract; and (ii) the public agency is a "public agency" as defined in Government Code section 6500.

OMNIA Partners is a shared services and supply chain optimization company dedicated to public procurement, which began operation on January 1, 2019. Each contract in the OMNIA Partners cooperative contract portfolio has been competitively solicited by a lead public agency. OMNIA Partners does not conduct solicitations; rather, they partner with various public agencies in soliciting solid cooperative contracts. All contracts previously solicited, issued and awarded by lead public agencies remain in full force and effect in accordance with their respective contract terms and conditions. The City of Milpitas is a member of OMNIA Partners cooperative purchasing organization by virtue of its membership with National IPA (now known as OMNIA Partners), effective September 26, 2012, and is assigned Participation Number 1036843.

Analysis:

On December 3, 2020, Region 4 Education Service Center (Region 4 ESC) issued on behalf of itself, other government agencies, non-profits, and all members of OMNIA, Request for Proposal (RFP) #21-05. As a result of that solicitation, Region 4 ESC awarded to Williams Scotsman, Inc. (WillScot) Contract No. R210503 entitled "Modular Buildings, Portable Storage, and Relocatable Walkways". The contract term is from October 1, 2021, for three years to September 30, 2024, with two, one-year extensions through September 30, 2026. The contract was extended to September 30, 2025. All warranties of parts and buildings shall extend beyond the termination of Contract No. R210503, per Item #13 (Survival Clause) of the cooperative contract "All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Filler shall survive expiration or termination of the Contract". OMNIA Partners has Contract No. R210503 available through its cooperative purchasing organization to all its public agency members.

The Purchasing Agent has reviewed all documentation related to RFP #21-05 and Contract No. R210503 awarded to WillScot by Region 4 ESC and has determined the contract is current through September 30, 2025, the underlying purchase was made using competitive bidding procedures at least as restrictive as those of the City of Milpitas, and Region 4 ECS meets the definition of a public agency as defined by Government Code Section 6500.

Staff recommends the City Council adopt a Resolution (Attachment 1) to approve conceptual design (Attachment 2) for the Project and authorize the City Manager to execute a cooperative purchase agreement (Attachment 3) with Williams Scotsman, Inc., through a cooperative procurement contract solicited by Region 4 Educational Service Center, in an amount not-to-exceed \$818,894. There is sufficient funding available in the Project budget to execute this agreement and no additional funding appropriation is required.

The recommended construction contingency for this Project is \$100,000 which is 12% of the total contract value to address any additional City Building permitting requirements and any unforeseen conditions that arise during the removal of the existing modular and installation of the new modular. Consistent with prior Council action for the successful completion of projects with tight completion schedules, staff is requesting the use of the same change order policy used for previous projects (Attachment 4). This policy allows for a timely completion of the Project, while addressing the need to respond swiftly to construction conditions and approve necessary change orders to limit potential claims or risks to the City. The change order authority will not be exceeded without prior City Council approval.

Policy Alternatives:

Alternative 1: Not approving conceptual design and authorizing the City Manager to execute a cooperative agreement with Williams Scotsman, Inc., for the replacement of existing modular building.

Pros: None.

Cons: The current modular building has reached the end of its service life. Without replacing the modular building, the Fire Department will continue to be challenged in finding an appropriate space for firefighting academies, various training courses, and OEM staff.

Reason to not recommend: The replacement of the modular building is essential to the Fire Department to continue to provide critical firefighting academies and training courses and avoid the displacement of City’s Office of Emergency Management staff.

Fiscal Impact:

There is sufficient funding available in the Project budget to approve the agreement. No additional funding appropriation is required. Funding source for CIP Project 3465 comes from General Government CIP Fund and Grants, Reimbursement/Developer Fees. As of June 5, 2024, the balance in CIP 3465 is \$ 978,283.

Available Project Budget as of March 31, 2024	\$ 978,000
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Summary of Estimated Cost

Cooperative Agreement	\$ 818,894
Construction Contingency	\$ 100,000
Administration	\$ 50,000
TOTAL	\$ 968,894

California Environmental Quality Act:

The project entails replacement of existing structures where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15302.

Recommendation:

Adopt a resolution to (1) approve project conceptual design; (2) authorize the City Manager to execute a cooperative purchase agreement with Williams Scotsman, Inc., through a cooperative procurement contract solicited by Region 4 Educational Service, in an amount not-to-exceed \$818,894; and (3) authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$100,000 for Fire Station No.1 Modular Building, Project No. 3465.

Attachments:

- (1) Resolution
- (2) Conceptual Design
- (3) Cooperative Purchase Agreement
- (4) Change Order Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING PROJECT CONCEPTUAL DESIGN; AUTHORIZE THE CITY MANAGER TO EXECUTE A COOPERATIVE PURCHASE AGREEMENT WITH WILLIAMS SCOTSMAN, INC., THROUGH A COOPERATIVE PROCUREMENT CONTRACT SOLICITED BY REGION 4 EDUCATIONAL SERVICE, IN AN AMOUNT OF \$818,894; AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED \$100,000 FOR FIRE STATION NO. 1 MODULAR BUILDING, PROJECT NO. 3465

WHEREAS, Fire Station No.1 Modular Building, Project No. 3465 (“Project”) is included in the adopted 2025-2029 Capital Improvement Program; and

WHEREAS, the Project provides for the replacement of existing modular building at Main Fire Station No.1 located at 777 S. Park Victoria Drive in Milpitas that has exceeded its useful life; and

WHEREAS, the existing modular building was deemed to be unsafe to continue any functions due its deteriorating condition and recommended to be replace in 2022; and

WHEREAS, the Purchasing Agent determined the solicitation methods under Section I-2-3.01 (“Selection of Solicitation Methods”) of the City of Milpitas Municipal Code was not practicable and procuring the a new modular building through a cooperative procurement agreement would be the most effective approach for the Project; and

WHEREAS, the City of Milpitas Municipal Code Section I-2-3.05 (d) (“Public Agency Purchases”) specifically authorizes the City Manager to execute agreement to purchase supplies and services without complying with the quotation or bidding requirements of Chapter 2 – Purchasing of the Municipal Code, if such purchases are based on an agreement or entered into by any public agency or cooperative purchasing program utilizing public agency procurements as the basis for contracts offered, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that: (i) the underlying purchase was made using competitive negotiation or procurement procedures, and may include a nationally bid cooperative contract; and (ii) the public agency is a "public agency" as defined in Government Code section 6500; and

WHEREAS, OMNIA Partners is a shared services and supply chain optimization company dedicated to public procurement, which began operation on January 1, 2019. Each contract in the OMNIA Partners cooperative contract portfolio has been competitively solicited by a lead public agency. All contracts previously solicited, issued and awarded by lead public agencies remain in full force and effect in accordance with their respective contract terms and conditions; and

WHEREAS, the City of Milpitas is a member of OMNIA Partners cooperative purchasing organization by virtue of its membership with National IPA (now known as OMNIA Partners), effective September 26, 2012, and is assigned participation number 1036843; and

WHEREAS, on December 3, 2020, Region 4 Education Service Center (Region 4 ESC) issued on behalf of itself, other government agencies, non-profits, and all members of OMNIA, Request for Proposal (RFP) #21-05. As a result of that solicitation, Region 4 ESC awarded to Williams Scotsman, Inc. contract No. R210503 entitled “Modular Buildings, Portable Storage, and Relocatable Walkways”; and

WHEREAS, OMNIA Partners has contract No. R210503 available through its cooperative purchasing organization to all of its public agency members; and

WHEREAS, the Purchasing Agent has reviewed all documentation related to RFP #21-05 and contract No. R210503 awarded to Williams Scotsman, Inc. by Region 4 ESC and has determined the contract is current through September 30, 2025, the underlying purchase was made using competitive bidding procedures at least as restrictive as those of the City of Milpitas, and Region 4 ECS meets the definition of a public agency as defined by Government Code Section 6500; and

WHEREAS, staff recommends the City Council to approve the Project conceptual design and authorize the City Manager to execute a cooperative purchase agreement with Williams Scotsman, Inc., through a cooperative procurement contract solicited by Region 4 Educational Service, in the amount of \$818,894; and

WHEREAS, sufficient funds are available in the Project budget to execute a cooperative purchase agreement with Williams Scotsman, Inc., in the amounts of \$818,894; and

WHEREAS, the City Engineer has reviewed the Project conceptual design and recommends approval of that design by the City Council; and

WHEREAS, staff recommends the City Council authorize Public Works Director to negotiate and execute change order(s) in an amount not to exceed \$100,000; twelve percent (12%) of the total contract value due to the Project's tight completion schedule and staff's capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby approves the Project conceptual design.
3. The City Council hereby authorizes the City Manager to execute a cooperative purchase agreement with Williams Scotsman, Inc., through a cooperative procurement contract solicited by Region 4 Educational Service Center, in the amount of \$818,894.
4. The Public Works Director is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$100,000 for the Project.

PASSED AND ADOPTED this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Suzanne Guzzetta , City Clerk

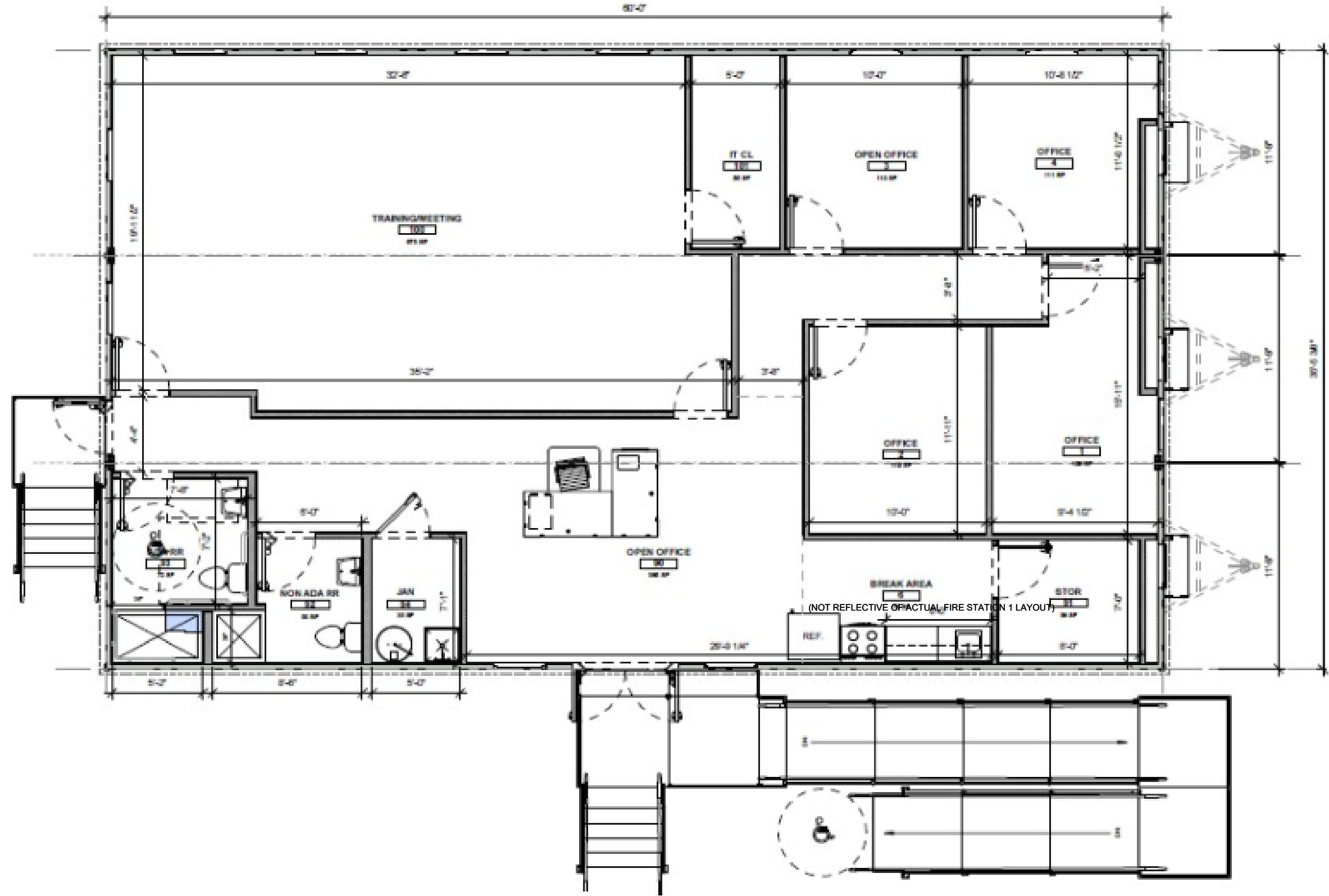
APPROVED:

Carmen Montano, Mayor

APPROVED AS TO FORM:

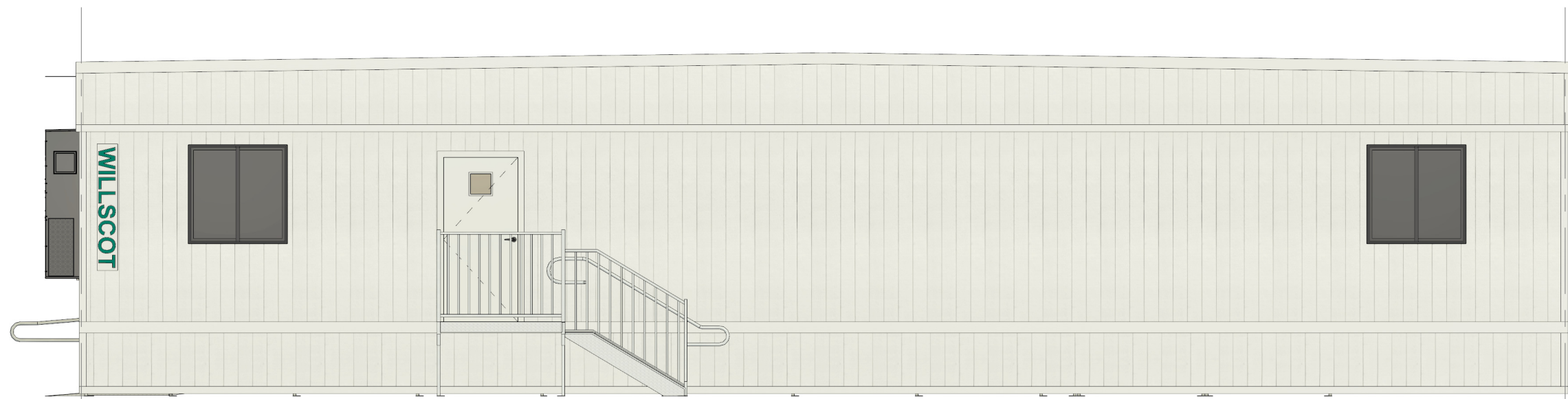
Michael Mutalipassi, City Attorney

ATTACHMENT 1

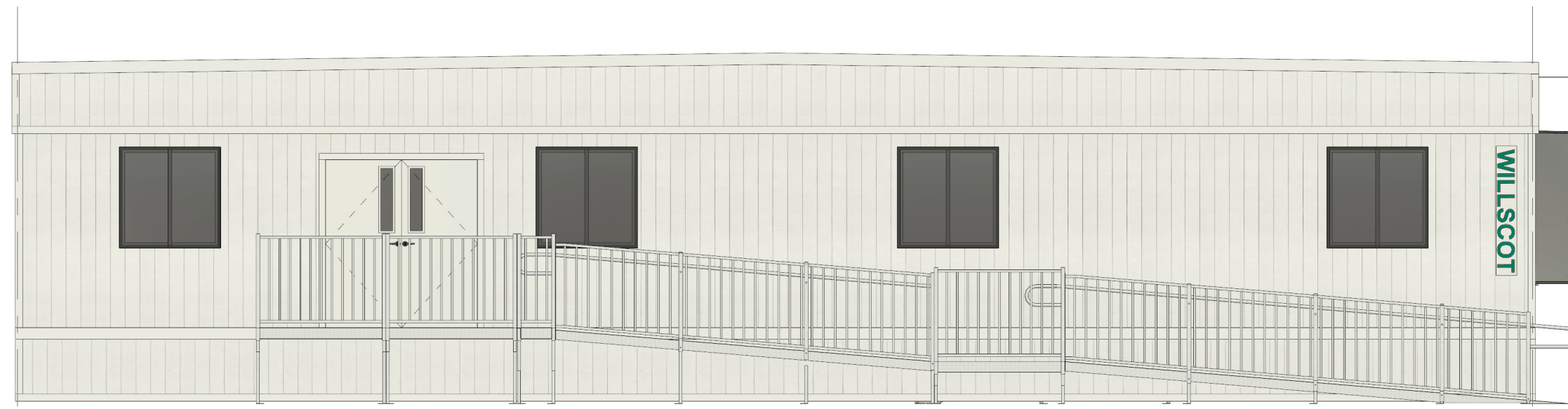


1 FIRE STATION 1 FLOOR PLAN
3/16" = 1'-0"

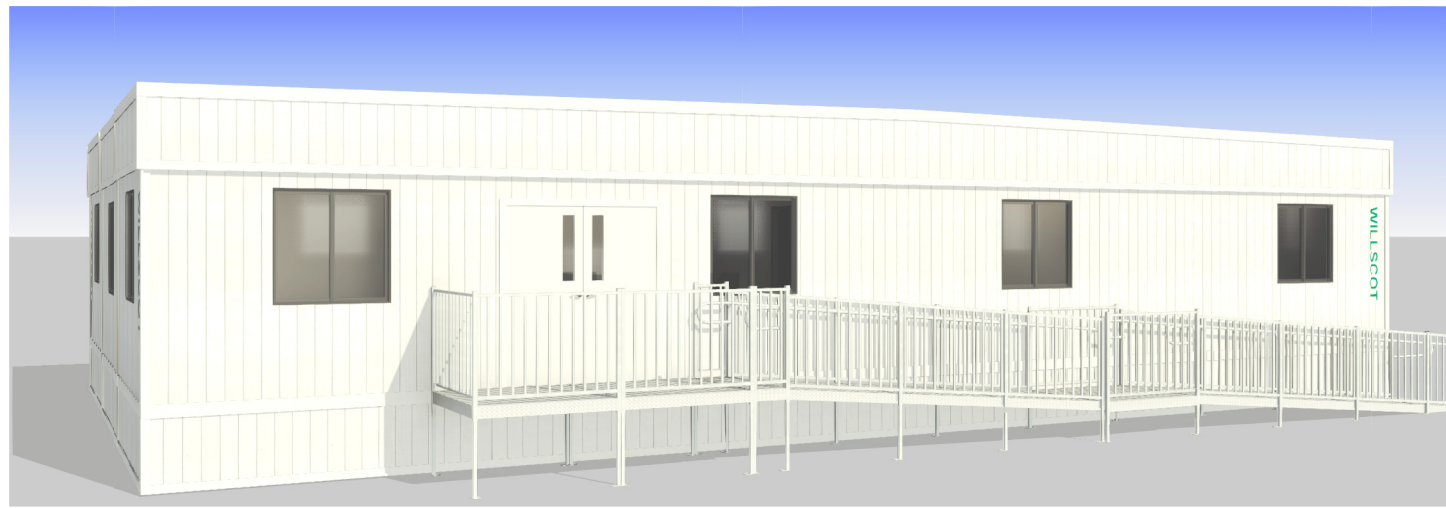
1. EXTERIOR DIMENSIONS ARE FROM WOOD FRAMING TO WOOD FRAMING.
2. INTERIOR DIMENSIONS ARE FROM WALL FINISH TO WALL FINISH.
3. DIMENSIONS ARE APPROXIMATED. ACTUAL DIMENSIONS WILL BE CONFIRMED ONCE A UNIT IS ASSIGNED.
4. IF DRINKING FOUNTAIN & MOP SINK ARE REQUIRED, IT SHALL BE PROVIDED ON SITE BY OWNER.
5. STAIRS & RAMPS ARE RECOMMENDATIONS ONLY AT ENTRANCES. PLEASE REFER TO PROPOSAL FOR ITEMS INCLUDED.
6. FURNITURE SHOWN FOR SPACE PLANNING PURPOSES ONLY. PLEASE REFER TO PROPOSAL FOR ITEMS TO BE INCLUDED IN PRICING.
7. SECOND DOOR PER UNIT MAY BE REQUIRED PER LOCAL JURISDICTION.
(BUSINESS USE: SPACES UNDER 49 OCCUPANTS AND 75 FEET OF TRAVEL IS ACCEPTABLE TO HAVE ONE MEAN OF EGRESS).



3 PLAN NORTH (FOR REFERENCE ONLY)
3/16" = 1'-0" (NOT REFLECTIVE OF ACTUAL FIRE STATION 1 LAYOUT)



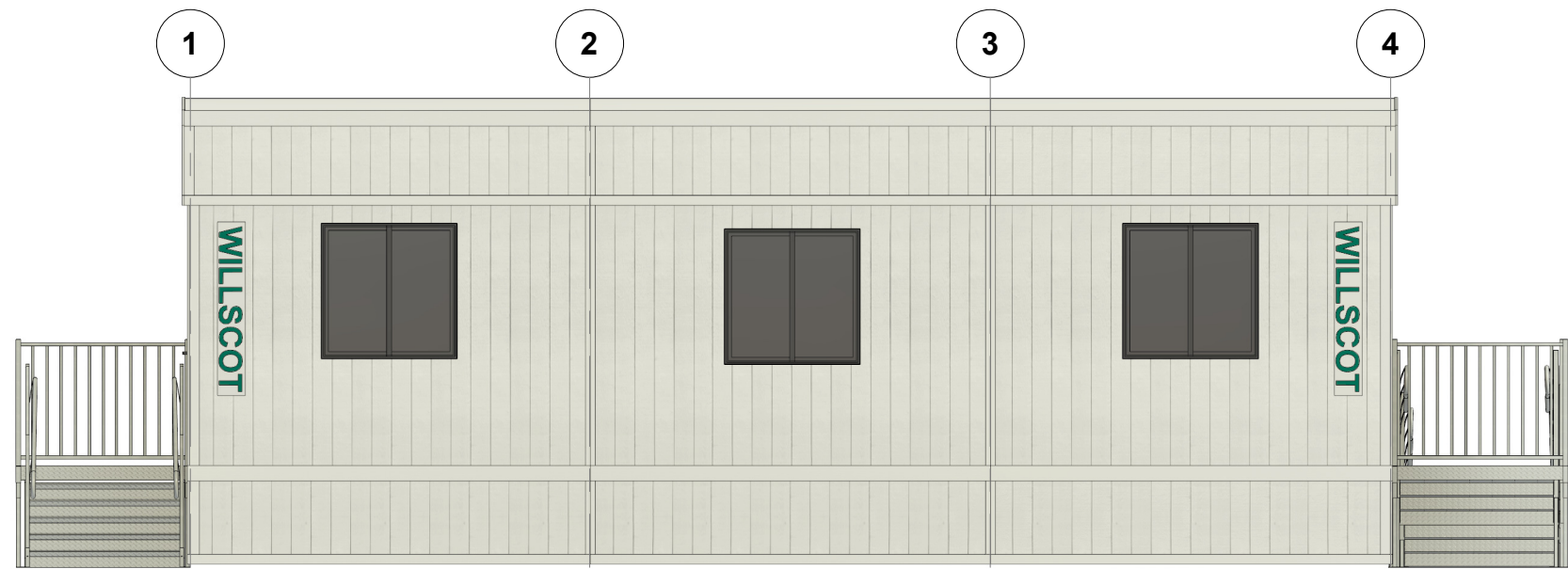
4 PLAN SOUTH (FOR REFERENCE ONLY)
3/16" = 1'-0" (NOT REFLECTIVE OF ACTUAL FIRE STATION 1 LAYOUT)



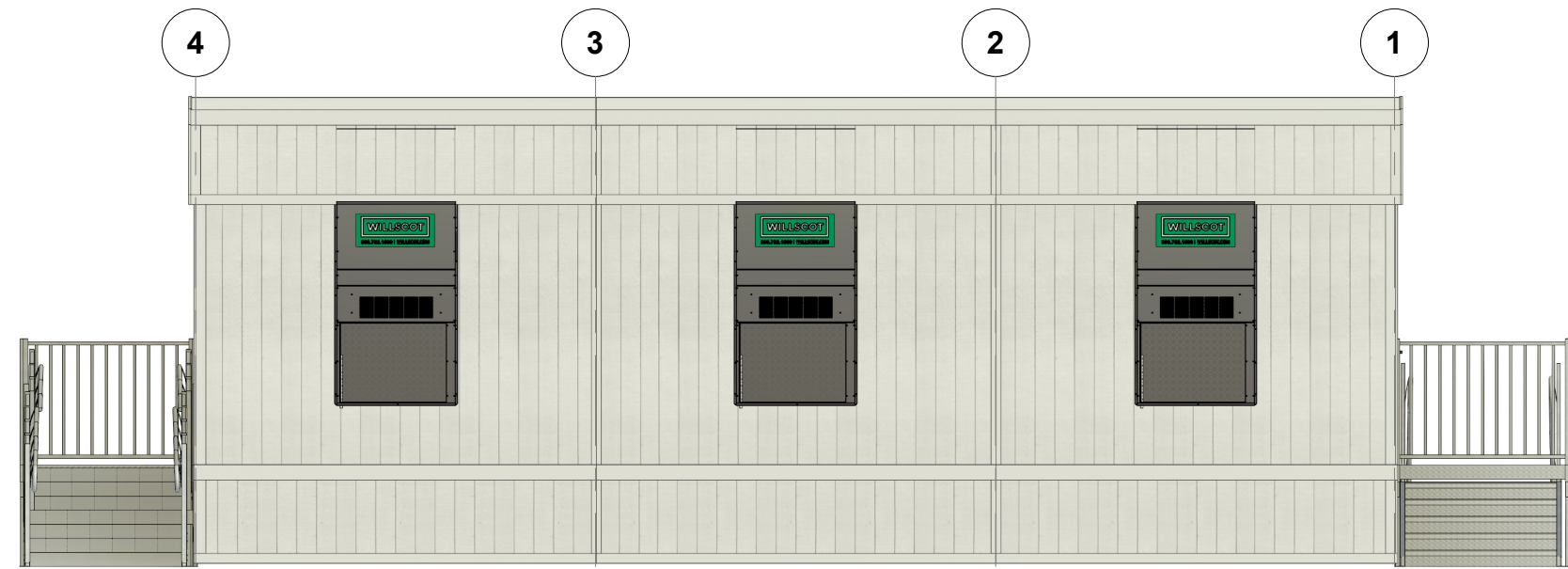
2 3D ELEVATION (FOR REFERENCE ONLY)
(NOT REFLECTIVE OF ACTUAL FIRE STATION 1 LAYOUT)

ESSENTIALS SCHEDULE			
TYPE MARK	SYMBOL / 3D VISUAL	DESCRIPTION	QTY.
A-15	REF.	REFRIGERATOR FULL SIZE - A LA CARTE	1
V-4		PROFESSIONAL WORKSTATION	1
Grand total: 2			

EXTERIOR VAP SCHEDULE		
TYPE MARK	DESCRIPTION	QTY.
EX-1	VAP EXT_ADA RAMP BASE SECTION	1
EX-2	VAP EXT_ADA RAMP MID SECTION	4
EX-3	VAP EXT_ADA RAMP TOP SECTION	2
EX-4	VAP EXT_ADA RAMP SWITCHBACK LANDING	1
EX-5	VAP EXT_18x62 PLATFORM EXTENSION	1
EX-6	VAP EXT_62x62 PLATFORM WITH OPT CANOPY	3
EX-7	VAP EXT_30-36 INCH STAIR SECTION	1
Grand total: 13		



5 PLAN WEST (FOR REFERENCE ONLY)
3/16" = 1'-0" (NOT REFLECTIVE OF ACTUAL FIRE STATION 1 LAYOUT)



6 PLAN EAST (FOR REFERENCE ONLY)
3/16" = 1'-0" (NOT REFLECTIVE OF ACTUAL FIRE STATION 1 LAYOUT)

WILLSCOT

WILLIAMS SCOTSMAN INC.
4646 East Van Buren Street,
Suite 400, Phoenix, AZ 85008
800.782.1500 |
WILLSCOT.COM



MILPITAS CA. FIRE STATION
OFFICE SPACE
MILPITAS, CA

ISSUE DATE DESCRIPTION

FILE #: WS2023-1465
DRAWN BY: MW
DATE: 2023
REP: GULLEY
ASSET #:
ASSET TYPE: SM
MODEL: SM6436

FLOOR PLAN/DETAILS

A-101

PRELIMINARY DRAWING NOT FOR CONSTRUCTION

**CITY OF MILPITAS
COOPERATIVELY PURCHASED AGREEMENT FOR
PROCUREMENT AND INSTALLATION OF A 36' X 60' MODULAR OFFICE BUILDING**

This Cooperatively Purchased Agreement for Procurement and Installation of a 36' x 60' Modular Office Building ("Agreement") is entered into as of this **18th day of June, 2024** by and between the **City of Milpitas**, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City") and **Williams Scotsman, Inc.**, a Maryland Corporation with its principal place of business at 901 South Bond Street, Suite 600, Baltimore, Maryland 21231 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

WHEREAS, on October 1, 2021, the Region 4 Education Service Center ("Region 4 ESC") awarded a contract to Williams Scotsman, Inc. entitled Contract # R210503 for Modular Buildings, Portable Storage, and Relocatable Walkways pursuant to a competitive solicitation process performed in accordance with the competitive procurement rules applicable to the Region 4 ESC; and

WHEREAS, pursuant to the City's purchasing ordinance, the City is authorized to utilize cooperative purchasing to utilize contracts based on an agreement or entered into by any public agency or cooperative purchasing program utilizing public agency procurements as the basis for contracts offered, regardless of whether the City is a named party to the agreement or an actual participant in such a program; and

WHEREAS, the Original Contract is listed in the purchasing schedule offered by OMNIA Partners cooperative purchasing program, a public sector cooperative purchasing program; and

WHEREAS, the City desires to rely on the Original Contract entered into between Region 4 ESC and Williams Scotsman, Inc. and procure and install a 36' x 60' Modular Office Building on the same terms and conditions set forth therein pursuant to this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this Agreement.
2. **Term.** The term of this Agreement shall be from June 18, 2024, to May 31, 2029, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.
3. **Incorporation By Reference.** The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by this reference. The Original Contract, including all documents incorporated by reference therein, is attached hereto as Exhibit "B" and incorporated herein by this reference – all references in the Original Contract to Region 4 ESC shall be understood to mean the City of Milpitas. The Contractor's Proposal is attached hereto as Exhibit "C" and is incorporated herein by reference. The incorporation of the Original Contract and the Contractor's Proposal as part of this Agreement is subject to the order of precedence set forth below.

4. **Precedence of Agreement Documents.** If there is a conflict between Agreement documents, the document highest in precedence shall control. The precedence shall be:

One:	This Agreement
Two:	The Original Contract
Three:	The Contractor's Proposal

Amendments, supplemental agreements, and approved revisions to the Agreement or any part thereof become a part of item One above.

5. **Obligations of the City.**

A. The City shall be obligated to pay Contractor based upon the unit and/or lump sum prices set forth in the Original Contract and/or the Contractor's Proposal for services authorized by the City.

B. Payments to the Contractor shall be made within 30 days after receipt of an original invoice from the Contractor and acceptance of the services by City, in accordance with the following payment milestones:

- 40% Deposit Due at Time Contract is executed
- 40% Due Upon Delivery of Modules to site
- 18% due upon Notice of Substantial Completion
- 2% Balance due upon Final Completion

C. In no event shall the total amount paid for this Agreement exceed **Eight Hundred Eighteen Thousand Eight Hundred Ninety-Four Dollars and Zero cents (\$818,894.00)** unless otherwise agreed to by the parties in writing.

6. **Obligations of the Contractor.**

A. Contractor shall perform the Scope of Services as required by this Agreement.

B. Contractor shall obey all Federal, State, local, and special district laws, ordinances, and regulations. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Scope of Services is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of the Scope of Services, including any delay, shall be Contractor's sole responsibility and Contractor shall indemnify City from liability arising out of the same. It shall be mandatory upon the Contractor and all subcontractors to comply with all applicable California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the California Department of Industrial Relations shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

C. The Contractor shall keep a tally of the cost for the services ordered by City. The Contractor shall not accept work orders from the City if the cost for the work will exceed the amount indicated above unless otherwise agreed to by the parties in writing.

7. **Audit.** City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.

8. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Contractor.

10. **Anti-Discrimination.** In the performance of the terms of this Agreement, Contractor shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons.

11. **Termination.** City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement. Notwithstanding any other provision in this Agreement, it is hereby agreed that upon commencement of production, the City shall promptly remit the full amount due for the unit price to the Contractor without delay.

12. **Complete Contract.** This Agreement shall constitute the complete Agreement between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

13. **Time of Performance.** Time is of the essence in this Agreement.

14. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

15. **Authority to Execute Contract.** Both City and Contractor do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

16. **Insurance.** Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

17. **Jurisdiction and Venue.** Jurisdiction is in the State of California and venue lies in Santa Clara County.

18. **Wage Theft Prevention.** Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance. BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or

the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

19. **Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Williams Scotsman Inc.
901 South Bond Street, Suite 600
Baltimore, Maryland 21231
Attn: Greg Gulley
Construction Manager

City:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: Michael Silveira, P.E.
City Engineer
Public Works Department – Engineering Division

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

20. **Limited Warranty.** Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, provided that Buyer notifies Seller in writing of any defects, malfunctions, or leaks within ten (10) business days of the occurrence thereof, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance). In any event, the liability of Seller shall be limited solely to the repairing of defects in the Equipment. Seller shall have no liability for the repair of any defect or condition resulting from Buyer's relocation of the Equipment, modification or alterations of the Equipment not executed by Seller, work to the Equipment not executed by Seller, use of the Equipment for a purpose for which it was not intended, abuse, vandalism, misuse of the Equipment, excessive wear and tear, failure to properly maintain the Equipment, failure to properly maintain the HVAC system and/or failure to provide timely notice to Seller. The repair of the Modular by Seller due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Buyer. SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL, ACTUAL, OR PUNITIVE DAMAGES, COSTS, OR EXPENSES

ARISING IN RELATION TO SELLER'S LIMITED WARRANTY, OR ANY REPAIRS PERFORMED PURSUANT TO THE LIMITED WARRANTY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SELLER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE MODULAR EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY SELLER INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR AGREEMENT FOR PROCUREMENT AND INSTALLATION OF A
36' X 60' MODULAR OFFICE BUILDING
BETWEEN THE CITY OF MILPITAS AND WILLIAMS SCOTSMEN INC.**

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 18th day of June, 2024.

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Luz Cofresi-Howe, Finance Director/Risk Manager

Approved As To Content:

Christian Di Renzo, Public Works Director

WILLIAMS SCOTSMAN INC.

Signature

Greg Gulley
Name

Construction Manager
Title

Date

EXHIBIT “A”
SCOPE OF SERVICES

Attached Behind This Page

EXHIBIT “B”
ORIGINAL CONTRACT

Attached Behind This Page

EXHIBIT “C”
CONTRACTOR’S PROPOSAL

Attached Behind This Page

EXHIBIT "D"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's or Consultant's Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement 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 the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's or Consultant's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

___ Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

X Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

_____ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

 X (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

_____ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

 X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

_____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

_____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

_____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

☐ Bid Bond
☒ Performance Bond
☒ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

☒ **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

☐ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

☒ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

☒ **Waiver of Subrogation:**

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect 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 Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

— Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions (“SIR”):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

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 City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

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 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 Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos

exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or 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.

Special Risks or 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.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**CITY OF MILPITAS
COOPERATIVELY PURCHASED AGREEMENT FOR
PROCUREMENT AND INSTALLATION OF A 36' X 60' MODULAR OFFICE BUILDING**

This Cooperatively Purchased Agreement for Procurement and Installation of a 36' x 60' Modular Office Building ("Agreement") is entered into as of this **18th day of June, 2024** by and between the **City of Milpitas**, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City") and **Williams Scotsman, Inc.**, a Maryland Corporation with its principal place of business at 901 South Bond Street, Suite 600, Baltimore, Maryland 21231 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

WHEREAS, on October 1, 2021, the Region 4 Education Service Center ("Region 4 ESC") awarded a contract to Williams Scotsman, Inc. entitled Contract # R210503 for Modular Buildings, Portable Storage, and Relocatable Walkways pursuant to a competitive solicitation process performed in accordance with the competitive procurement rules applicable to the Region 4 ESC; and

WHEREAS, pursuant to the City's purchasing ordinance, the City is authorized to utilize cooperative purchasing to utilize contracts based on an agreement or entered into by any public agency or cooperative purchasing program utilizing public agency procurements as the basis for contracts offered, regardless of whether the City is a named party to the agreement or an actual participant in such a program; and

WHEREAS, the Original Contract is listed in the purchasing schedule offered by OMNIA Partners cooperative purchasing program, a public sector cooperative purchasing program; and

WHEREAS, the City desires to rely on the Original Contract entered into between Region 4 ESC and Williams Scotsman, Inc. and procure and install a 36' x 60' Modular Office Building on the same terms and conditions set forth therein pursuant to this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this Agreement.
2. **Term.** The term of this Agreement shall be from June 18, 2024, to May 31, 2029, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.
3. **Incorporation By Reference.** The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by this reference. The Original Contract, including all documents incorporated by reference therein, is attached hereto as Exhibit "B" and incorporated herein by this reference – all references in the Original Contract to Region 4 ESC shall be understood to mean the City of Milpitas. The Contractor's Proposal is attached hereto as Exhibit "C" and is incorporated herein by reference. The incorporation of the Original Contract and the Contractor's Proposal as part of this Agreement is subject to the order of precedence set forth below.

4. **Precedence of Agreement Documents.** If there is a conflict between Agreement documents, the document highest in precedence shall control. The precedence shall be:

One:	This Agreement
Two:	The Original Contract
Three:	The Contractor's Proposal

Amendments, supplemental agreements, and approved revisions to the Agreement or any part thereof become a part of item One above.

5. **Obligations of the City.**

A. The City shall be obligated to pay Contractor based upon the unit and/or lump sum prices set forth in the Original Contract and/or the Contractor's Proposal for services authorized by the City.

B. Payments to the Contractor shall be made within 30 days after receipt of an original invoice from the Contractor and acceptance of the services by City, in accordance with the following payment milestones:

- 40% Deposit Due at Time Contract is executed
- 40% Due Upon Delivery of Modules to site
- 18% due upon Notice of Substantial Completion
- 2% Balance due upon Final Completion

C. In no event shall the total amount paid for this Agreement exceed **Eight Hundred Eighteen Thousand Eight Hundred Ninety Four Dollars and Zero cents (\$818,894.00)** unless otherwise agreed to by the parties in writing.

6. **Obligations of the Contractor.**

A. Contractor shall perform the Scope of Services as required by this Agreement.

B. Contractor shall obey all Federal, State, local, and special district laws, ordinances, and regulations. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Scope of Services is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of the Scope of Services, including any delay, shall be Contractor's sole responsibility and Contractor shall indemnify City from liability arising out of the same. It shall be mandatory upon the Contractor and all subcontractors to comply with all applicable California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the California Department of Industrial Relations shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

C. The Contractor shall keep a tally of the cost for the services ordered by City. The Contractor shall not accept work orders from the City if the cost for the work will exceed the amount indicated above unless otherwise agreed to by the parties in writing.

7. **Audit.** City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.

8. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Contractor.

10. **Anti-Discrimination.** In the performance of the terms of this Agreement, Contractor shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons.

11. **Termination.** City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement. Notwithstanding any other provision in this Agreement, it is hereby agreed that upon commencement of production, the City shall promptly remit the full amount due for the unit price to the Contractor without delay.

12. **Complete Contract.** This Agreement shall constitute the complete Agreement between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

13. **Time of Performance.** Time is of the essence in this Agreement.

14. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

15. **Authority to Execute Contract.** Both City and Contractor do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

16. **Insurance.** Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

17. **Jurisdiction and Venue.** Jurisdiction is in the State of California and venue lies in Santa Clara County.

18. **Wage Theft Prevention.** Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance. BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or

the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

19. **Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Williams Scotsman Inc.
901 South Bond Street, Suite 600
Baltimore, Maryland 21231
Attn: Greg Gulley
Construction Manager

City:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: Michael Silveira, P.E.
City Engineer
Public Works Department – Engineering Division

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

20. **Limited Warranty.** Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, provided that Buyer notifies Seller in writing of any defects, malfunctions, or leaks within ten (10) business days of the occurrence thereof, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance). In any event, the liability of Seller shall be limited solely to the repairing of defects in the Equipment. Seller shall have no liability for the repair of any defect or condition resulting from Buyer's relocation of the Equipment, modification or alterations of the Equipment not executed by Seller, work to the Equipment not executed by Seller, use of the Equipment for a purpose for which it was not intended, abuse, vandalism, misuse of the Equipment, excessive wear and tear, failure to properly maintain the Equipment, failure to properly maintain the HVAC system and/or failure to provide timely notice to Seller. The repair of the Modular by Seller due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Buyer. SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL, ACTUAL, OR PUNITIVE DAMAGES, COSTS, OR EXPENSES

ARISING IN RELATION TO SELLER'S LIMITED WARRANTY, OR ANY REPAIRS PERFORMED PURSUANT TO THE LIMITED WARRANTY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SELLER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE MODULAR EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY SELLER INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR AGREEMENT FOR PROCUREMENT AND INSTALLATION OF A
36' X 60' MODULAR OFFICE BUILDING
BETWEEN THE CITY OF MILPITAS AND WILLIAMS SCOTSMEN INC.**

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 18th day of June, 2024.

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Luz Cofresi-Howe, Finance Director/Risk Manager

Approved As To Content:

Christian Di Renzo, Public Works Director

WILLIAMS SCOTSMAN INC.

Signature

Greg Gulley
Name

Construction Manager
Title

Date

EXHIBIT “A”
SCOPE OF SERVICES

Attached Behind This Page

Scope of Work

Description	Details	Excluded	WillScot	Client
Building				
New Modular Building	New Building per Specifications Described Herein		X	
Transportation				
Deliver units	Transport modular units including surveys, escorts and permits from WillScot Storage Facility to the project site.		X	
Installation				
Building Setup (Truck Set)	Provide required labor, materials and equipment to truck set the modular units onto the building foundation		X	
Building Setup (Trans lift)	Provide required labor, materials and equipment to Trans lift set the modular units onto the building foundation		X	
Anchor Modular Units	Furnish and install "Minute Man" Anchor or Equal. Anchors shall be either Augured, Cross drive or Embedded in Concrete. Contractor shall provide steel strapping for anchor and attach to the building as required by code and manufacturer's instructions		X	
Remove Axles/Tire	Axles and Tires shall be left on building and/or removed and stored under the building		X	
Remove Hitches	Hitches shall be removed and stored under the building		X	
Interior/Exterior Seams	All interior and exterior seams shall be completed per industry standards. Once complete the seams shall maintain the "building envelope".		X	
Gutter/Downspouts			X	
Skirting				
Skirting Framing and Face Material	Skirting shall be provided per industry standard material and labor.		X	
Decks / Ramps				
Aluminum Steps	Equipment, Delivery and Install of (1) set of steps with platform		X	
Aluminum Ramp	Equipment, Delivery and Install of (1) Ramp and Decking		X	
Ramp and Step Engineering			X	
General Conditions				
Modular Building Drawings	Modular shop drawings, State 3rd party approved in accordance with applicable state and national model codes and project requirements		X	
Building Insignia	State Approval Insignia		X	
Local Permit	All locally required permits/fees			X
Final Building Cleaning & Polish	Final clean and polish for occupancy			X
Dumpsters			X	
Portable Restroom Stalls			X	
Construction/Security Fencing		X		
Soil Erosion & Storm Water Control		X		

Description	Details	Excluded	WillScot	Client
Project Manager	WillScot Project Manager has overall responsibility of the project budget and schedule. The Project Manager will be the POC for the client with any specific clarifications, change orders, schedule adjustments, etc.		X	
SITE Preparation				
Site Preparation and Restoration - Complete				X
Foundations				
Structural Engineering - Foundations	Foundation structural drawings in accordance with applicable project and code requirements.		X	
Remove Existing Foundation	Remove existing foundation footings and fill open holes with soil.		X	
Install New Foundation	Install up to 34 new concrete foundation footings. Pricing is subject to final engineering.		X	
Piers and Pads	ABS pad installed on foundation footings prepared and leveled for the pad installed. CMU block or metal stands shall be utilized for support and leveling.		X	
Fixtures, Furnishings and Equipment				
Marker Boards/White Boards		X		
Fire Extinguishers	Wall or Cabinet mounted Fire Extinguishers	X		
Interior Signage		X		
Appliances/Electronics		X		
Furnishings	Desks, Chairs, Tables, Etc.	X		
Plumbing				
Existing Water Service	Existing Plumbing Water Service is assumed sufficient, per code and permitted by the local AHJ as is. Changes or Upgrades Not Included	X		
Plumbing Water Service - Site	Connection of existing water service to new building		X	
Existing Sanitary Sewer Service	Existing Sanitary Service is assumed sufficient, per code and permitted by the local AHJ as is. Changes or upgrades not included	X		
Plumbing Sanitary Sewer Service to a Single Location	Connection of existing sanitary service to building		X	
Fire Suppression				
Fire Sprinkler - Building	Building manufacturer shall design and pre-install a fire suppression system per NFPA.		X	
Fire Sprinkler - Site	Completion of fire suppression system crossovers and testing shall be completed on site. Includes flow switch, drain valve, check valve, and electric bell.		X	
Fire Sprinkler Main Service Line	Existing Fire Water Service is assumed sufficient, per code and permitted by the local AHJ as is. Changes or Upgrades Not Included			X
HVAC				
HVAC Equipment	Standard Wall Mount HVAC equipment		X	
Electrical				
Electrical Service Connection	Complete electrical connections from existing power source to the proposed building. Existing power assumed sufficient, per code and permitted by local AHJ as is.		X	

Description	Details	Excluded	WillScot	Client
Voice, Data				
Cat 6 Wire Install	Pull Cat 6 Wire from IT Room to locations identified on customer provided drawing dated 1/30/24. Includes wiring to wall locations through ceiling cavity. Wiring in ceiling cavity does not include conduit.		X	
Security				
NONE	No materials or labor is included or proposed in this scope of work	X		
Fire Alarm				
NONE	No materials or labor is included or proposed in this scope of work	X		
Removal of Existing Modular Building				
Disconnect Electrical			X	
Disconnect Water and Sewer			X	
Disconnect Fire Suppression			X	
Remove existing Steps/Ramp			X	
Remove Skirting			X	
Cut and Remove Metal Posts			X	
Reinstall Hitches, Axles, and Tires	Running gear is assumed existing and in road worthy condition. Repairs or replacement is not included		X	
Dismantle Modular			X	
Prepare and Transport Modules	Shipping walls and wrap for transport		X	
Assumptions	It is assumed existing building is structurally sounds for road transport. It is assumed no asbestos testing and/or other environmental reviews or testing will be required.		X	
Generator Removal	Disconnect and transport generator off site.		X	

EXHIBIT “B”
ORIGINAL CONTRACT

Attached Behind This Page

EXHIBIT B
Original Contract

Region 4 Education Service Center (ESC)

Contract # R210503

for

Modular Buildings, Portable Storage, and Relocatable Walkways

with

Williams Scotsman, Inc.

Effective: October 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and Williams Scotsman, Inc., effective October 1, 2021:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

This Contract ("Contract") is made as of October 1, 2021 by and between Williams Scotsman, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Modular Buildings, Portable Storage, and Relocatable Walkways ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 21-05 for Modular Buildings, Portable Storage, and Relocatable Walkways ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement. The Contract shall have the right to enter local "service" agreements with Participating Public Agencies accessing this Agreement, so long as the effective date of such agreement is prior to the expiration of this Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

CONTRACT

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name WILLIAMS SCOTSMAN, INC.

Address 901 South Bond Street Suite 600

City/State/Zip Baltimore Maryland 21231

Telephone No. (770)710-6398

Email Address brandon.graf@willscot.com

Printed Name Brandon C. Graf

Title VP- Strategic Accounts and Business Development

Authorized signature * 

*Contingent upon Region 4 ESC's acceptance of Williams Scotsman, Inc.'s Clarifications as attached to Appendix B, General Terms & Conditions Acceptance Form.

Accepted by Region 4 ESC:

Contract No. R210503

Initial Contract Term 10/1/2021 to 9/30/2024



Region 4 ESC Authorized Board Member

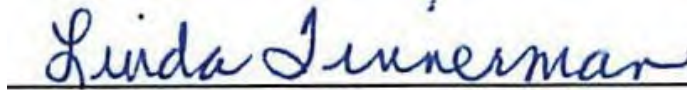
6/29/2021

Date

Margaret S. Bass

Print Name

Print Name



Region 4 ESC Authorized Board Member

6/29/2021

Date

Linda Tinnerman

Print Name

Print Name



FEBRUARY 16, 2021

Williams Scotsman, Inc.
901 S. Bond Street, Ste 600
Baltimore, MD 21231

P 800.782.1500
W willscot.com

**Subject: Modular Buildings, Portable Storage, and Relocatable Walkways:
Solicitation Number 21-05**

Dear Crystal Wallace,

WillScot appreciates the opportunity to submit our proposal for modular buildings, portable storage and relocatable walkways available through the Omnia Partners Cooperative.

I would like to point out a few key areas of differentiation that uniquely qualify WillScot for this cooperative:

1. Our current partnership with Omnia Partners. WillScot is proud to be the exclusive provider of modular buildings, portable storage and relocatable walkways to participants of Region 4 Service Center and OMNIA Partners, Public Sector in all 48 contiguous states.
2. WillScot brings over 20 years of experience providing buildings to school districts. We understand what is needed to deliver a safe and nurturing space for children to thrive in.
3. WillScot brings over 20 years of experience providing buildings to state & local governments. We understand what is needed to deliver a safe and productive environment for state and local employees to work.
4. WillScot is the largest provider temporary space and storage in North America so you're partnering with a trusted leader.

At WillScot we are focused on doing one thing very well – making it easy for you to get the modular space you need, configured exactly how you need, delivered and set up when and where you need it. We handle the details so you can focus on what you do best – working your project, being productive and meeting your goals. Our solutions are Ready to Work so from day one, our customers will be Ready To Work.

We truly value the partnership we have with Region 4 Service Center and Omnia Partners and hope to extend that into the future. If you have any questions about this proposal and the value it delivers, please do not hesitate to contact us at any time.

Best Wishes,

Jennifer Renz
Business Development Manager – Education / Government



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net NOTICE

TO OFFEROR

Solicitation Number 21-05

Request for Proposal (“RFP”)

by

Region 4 Education Service Center (“ESC”)

for

Modular Buildings, Portable Storage, and Relocatable Walkways

SUBMITTAL DEADLINE: Thursday, February 4, 2021, 2:00 PM CENTRAL
TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than December 17, 2020. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on December 17, 2020 at 2:00 pm virtually. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by December 16, 2020. Offeror's who anticipate attending the pre-proposal conference and send notification will receive an email with call in instructions prior to the date and time of the pre-proposal conference. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: December 3, 2020

I. SCOPE OF WORK

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Modular Buildings, Portable Storage, and Relocatable Walkways, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 101,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being "piggybackable."

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Appendix D, or as otherwise agreed to. Appendix D contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Offeror, OMNIA Partners provides marketing and administrative support for the Offeror that directly promotes the Offeror's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Offeror benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Offeror's need to respond to additional competitive solicitations. As such, the Offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Offeror and respond to the OMNIA Partners documents (Appendix D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Modular Buildings, Portable Storage, and Relocatable Walkways purchased under the Master Agreement through OMNIA Partners is approximately \$50M. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

CUSTOMER SUPPORT

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

PRODUCTS AND SERVICES

Awarded Offeror(s) are to provide any and all solutions which may include but are not limited to: rental, leasing, purchasing, delivery, setup, and removal of portable/modular buildings and on-site containers along with related products and services such as re-locatable ramps, walkways, covers, managed services, and other amenities.

The items listed below regarding products and services and all drawings and specifications proposed to Region 4 ESC and Participating Public Agencies are to meet the most current editions of the International Building Code; National Fire Protection Association: Life and Safety; manufacturer requirements; and any applicable federal, state, and local codes, regulations, state and local license requirements, as well as other requirements as identified by a Participating Public Agency.

To further clarify the scope of the RFP, the following definitions and information are provided:

Portable Building: Constructed off-site, transported to the site in two or more separate units, assembled on site providing one complete unit capable of being disassembled and/or relocated as one unit.

Modular Building: A building built in three-dimensional sections (or modules) in a factory environment. Smaller sections or modules are constructed separately at the factory using conventional commercial wall, floor, roof, and ceiling materials. All major systems including mechanical, electrical, plumbing, and finishes are completed prior to shipping and installation at the site in semi-permanent or permanent condition.

Mobile Office: Constructed on a chassis, 12 or 14 feet wide and in lengths up to 60 feet. Shall be equipped with interior walls, electrical connections, HVAC, and lighting.

Storage Containers: Storage containers, like the ISO intermodal shipping container, and capable of being stored on site. Normally 20 or 40 feet long and 8 feet wide.

Re-locatable Walkways, Covers, and Ramps: Constructed of suitable metal material to withstand prolonged usage and relocation.

Fleet Buildings: A group of buildings for rental/lease placed into service over a period of years that may or may not meet the most current edition of the International Building Code.

Other Related Products and Services: Products and services normally provided by the Offeror.

Purchase of Buildings: Buildings offered for sale under this contract shall be constructed as prescribed by the most recent edition of the International Building Code modified for regional design/load conditions; federal, state, and local requirements shall apply. As a minimum the design should include any specification information required by the Participating Public Agency such as:

- Structural system type
- Multi-unit complex construction plan
- Joined units must maintain a positive alignment of floors, walls, roofs, and allow for future relocation
- Manufactures specifications for frame
- Floor framing specifications
- Floor finish specifications
- Wall framing specifications
- Interior wall finish specifications
- Doors specifications and hardware
- Window specifications
- Electrical specifications
- Number of duplex receptacles per room
- Interior lighting specifications
- Emergency lighting and other safety specifications
- HVAC specifications
- Any additional design requirements as requested by the Participating Public Agency

Rental and/or Lease: Buildings offered for rental and/or lease may be Fleet Buildings provided they meet the requirements of the Participating Public Agency.

CAPABILITIES

It is desired that Offerors can provide one or all the following classifications of equipment and services listed below; it is allowable to propose alternative dimensions and options.

1. Portable Classrooms:
 - a. 2-classroom buildings with two doors, 24 feet x 64 feet
 - b. 2-classroom buildings with two doors and restroom, 24 feet x 64 feet
 - c. 4-classroom buildings with doors, 56 x 64 feet
 - d. 4-classroom building with doors and restroom, 56 feet x 66 feet

2. Modular Building Classrooms:
 - a. 6-classroom modular buildings with doors, 64 feet x 97 feet
 - b. 6-classroom modular buildings with doors and restroom, 64 feet x 97 feet
3. Mobile Offices:
 - a. Constructed on a chassis in widths of 12 or 14 feet and lengths up to 65 feet; complete with interior walls, HVAC, lighting, and electrical outlets
4. Storage Equipment:
 - a. 8 feet x 20 feet, metal, reinforced fiberglass, or aluminum container with two lockable doors on one end
 - b. 8 feet x 40 feet, metal, reinforced fiberglass, or aluminum container with two lockable doors on one end
5. Re-Locatable Walkways:
 - a. May include wheelchair ramps, stair systems, pedestrian bridges, and docks and gangways
6. Related Products and Services: Other products with differing sizes and specifications but serve a similar function as described above or related products or services

FEDERAL FUNDING PRICING

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials are necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

<u>Event</u>	<u>Date</u>
Issue RFP	December 3, 2020
Pre-proposal Conference	December 17, 2020
Deadline for receipt of questions via email	December 17, 2020
Issue Addenda (if required)	January 7, 2021
Proposal Due Date	February 4, 2021
Approval from Region 4 ESC	April 27, 2021
Contract Effective Date	July 1, 2021

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

Days: calendar days

Offeror: A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than December 17, 2020. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.
3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
5. Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
 - b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
 - c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
 - d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
 - e. Any additional agreements Offeror will require Participating Agencies to sign
7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
- a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.
- Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
- b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number 21-05 Due Date and Time 2/16/2021

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.
14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into

prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the

material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
 - a) Name, address and telephone number of protester;
 - b) Original signature of protester or its representative;
 - c) Identification of the solicitation by RFP number;
 - d) Detailed statement of legal and factual grounds including copies of relevant documents; and
 - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

- a) Products/Pricing (40 Points)
- b) Performance Capability (30 Points)
- c) Qualification and Experience (20 Points)
- d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

- i. Offerors shall provide pricing based on a discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of an Offeror's product lines, services, warranties, etc. that are available and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. At a minimum, the Contractor should hold the proposed price list firm for the first 12 months after the contract award.
- ii. Include an electronic copy of all pricing or catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

- Part #'s and information (such as Manufacturer Part #'s, Offeror's Part/Product #'s, etc.)
- Description of the products and services to be provided with Offeror's service approach and any unique benefits to Region 4 ESC and Participating Public Agencies
- Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pen or Jump Drives).

- iii. Are rental and/or leasing options available? If so, include:
 - A description of what rental and/or leasing options are available
 - Sample rental and/or lease agreements
 - Auditable pricing options and rates
 - Any possible options to purchase out of a rental and/or lease with pricing
- iv. Are any services provided? If so, include:
 - Description of service or job title
 - List price or hourly wages
 - Any discounts offered

- Regional rates or coefficients (as applicable)
- v. Is pricing available for all products and services?
- vi. Provide pricing for warranties on all products and services.
- vii. Describe any shipping charges, fees, or other rates (to include convenience fees).
- viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- ix. Describe how customers verify they are receiving Contract pricing.
- x. Describe ordering and payment methods offered to include if credit card payment(s) are accepted and whether they can be made online.
- xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- xii. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xiii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Provide a list of states products and services can be provided in with any additional information that might be essential for a Participating Public Agency (such as applicable licenses).

- v. Provide a sample work plan for a typical project with key dates and milestones. The sample work plan should include:
 - Identification of tasks to be performed
 - Time frames to perform the identified tasks
 - Project management methodology
 - Implementation strategy
 - Expected time frame of service implementation
 - Quality assurance procedures
- vi. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- vii. If applicable, describe how Offeror responds to emergency requests.
- viii. Describe Offeror's history of meeting the shipping and delivery timelines.
- ix. As applicable, describe Offeror's policies and abilities as it may relate to service, warranties, and returns.
- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- xi. Describe Offeror's contract implementation/customer transition plan.
- xii. Describe the financial condition of Offeror.
- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
- xiv. Describe the Offeror's safety record.
- xv. Provide any additional information relevant to this section.

c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Provide resumes and describe the experience and qualifications of key personnel who may provide services under the Master Agreement.
- v. If applicable, describe any key subcontractors who may be used to complete a project and a subcontracting plan.
- vi. Describe Offeror's experience working with the government sector.
- vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- viii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- ix. Provide any additional information relevant to this section.

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of February 16, 2021 by and between WILLIAMS SCOTSMAN, INC. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of (Solicitation 21-05) Modular Buildings, Portable Storage, and Relocatable Walkways ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 21-05 for Modular Buildings, Portable Storage, and Relocatable Walkways ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement. The Contract shall have the right to enter local "service" agreements with Participating Public Agencies accessing this Agreement, so long as the effective date of such agreement is prior to the expiration of this Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name WILLIAMS SCOTSMAN, INC.

Address 901 South Bond Street Suite 600

City/State/Zip Baltimore Maryland 21231

Telephone No. (770)710-6398

Email Address brandon.graf@willscot.com

Printed Name Brandon C. Graf

Title VP- Strategic Accounts and Business Development

Authorized signature * 

*Contingent upon Region 4 ESC's acceptance of Williams Scotsman, Inc.'s Clarifications as attached to Appendix B, General Terms & Conditions Acceptance Form.

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ ** Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

** The Williams Scotsman exceptions/clarifications are set forth in the Williams Scotsman, Inc. Clarifications, which are attached hereto and made a part of this Appendix B and of the Williams Scotsman Proposal Response. The Williams Scotsman Proposal Response is submitted contingent upon acceptance of the Clarifications.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE.	

EXHIBIT A TO APPENDIX B, GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Williams Scotsman, Inc., on behalf of itself and its Affiliates ("Seller," "Lessor," or "WSI")

"Clarifications" To The Request for Proposal ("RFP")

By Region 4 Education Service Center ("ESC")

On behalf of itself, other government agencies and non-profits

("Omnia Member," "Buyer," or "Lessee")

Made available through Omnia Partners ("Omnia")

Under Solicitation Number 21-05

Covering Modular Buildings, Portable Storage, and Relocatable Walkways ("Equipment")

PLEASE NOTE THAT THIS PROPOSAL RESPONSE IS SUBMITTED CONTINGENT UPON THE FOLLOWING CONDITIONS:

Notwithstanding anything contained in the RFP or any documents related thereto to the contrary, the WSI Proposal Response hereby submitted is contingent upon the inclusion of the then-current WSI Lease/Sale Agreement (as applicable, and as may be modified from time to time), and the following WSI Clarifications (collectively, the "WSI Documents"). The WSI Documents are incorporated by reference as final, binding contract documents as if fully set forth in the RFP, and shall control to the extent of any conflict with the RFP.

The WSI Proposal Response:

- i) is quoted based upon current market information which may later vary as to price, materials and availability and/or other market and project conditions;
- ii) is prepared without a final determination of actual quantities, site conditions and/or other necessary particulars for the project.

Accordingly, ESC and Omnia understand and agree that these Clarifications are material matters and the WSI Proposal Response is open to future negotiation, adjustment and agreement prior to the creation of a binding contract between the parties.

APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 3, 4 and 6 - The WSI Documents (as applicable) shall control to the extent of any conflict in terms with respect to each transaction with the Omnia Member. WSI reserves the right to update and provide the current versions of the WSI Lease/Sale Agreement (as applicable) at its discretion.

ESC/Omnia have requested for their members, that the RFP Proposal Response be submitted covering the options of a Lease or the Purchase of Equipment. This Proposal Response is submitted by WSI based on the understanding that the agreement to be signed shall be based upon the option that the Omnia Member selects, and with terms and conditions mutually agreed upon by both parties. Accordingly, WSI has included samples of its available contract(s) covering the various options included in this Proposal Response.

1. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 17 - WSI's pricing excludes applicable taxes. The Omnia Member shall pay, or shall reimburse WSI for, any applicable sales, use, personal property taxes, any other direct taxes, licenses, permits, titles and fees related to the sale and/or the rental of the Equipment, or to the work to be performed by WSI. If the Omnia Member is tax exempt, the Omnia Member shall provide WSI with a valid copy of its tax exempt certificate. The Omnia Member shall be responsible for the payment of any use tax, which WSI, as a contractor, may be required to pay.
2. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 5 - The prices quoted in this proposal and WSI's obligation to perform if awarded are contingent upon WSI's credit review and approval of the Omnia Member requesting the service or goods and evidence that the Project is fully funded, with the payment terms to be determined - based upon mutually acceptable terms to both parties. Additional financial information may be required of the Omnia Member.
3. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 14 - The schedule for delivery shall be mutually agreed upon between WSI and the Omnia Member on a per project basis.
WSI shall not be responsible for any delays which may arise beyond WSI's control, including without limitation, delays caused by ESC, Omnia and/or the Omnia Member, their employees, agents or other contractor's, or any third parties; Governmental and/or municipal authorities; acts of God; stormy or inclement weather; union activities and/or other labor issues; terrorist acts; quarantines, epidemics (including without limitation, the COVID-19 pandemic) ; floods, fire, earthquakes, windstorms or other catastrophe; manufacturer's delays; loss or damage to units during transport; transportation delays; shortages of materials; delays in obtaining permits, licenses, approvals, tests or inspections; archaeological/paleontological discoveries; Hazardous Materials encountered at the Omnia Member site; conditions existing at the Omnia Member site, or any other conditions beyond WSI's control.
4. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 15 and 28 - All risk of loss or damage to the Equipment shall pass to the Omnia Member at delivery, at WSI's substantial completion of installation, or at the utilization or occupancy of the Equipment, whichever event first occurs - to be determined on a per building basis.
5. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 32 - During the installation work/takedown work,

- WSI shall provide its standard evidence, types and limits of insurance coverage to include general liability, automobile liability and worker's compensation/employer's liability, covering WSI's performance of its work at the Omnia Member site, subject to the terms, conditions, limits, deductibles and exclusions of the policy(ies). If ESC, Omnia or the Omnia Member shall require insurance other than the standard insurance that WSI provides, to the extent that WSI can comply, any additional costs incurred by WSI shall be paid by ESC, Omnia or the Omnia Member - as appropriate.
6. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 30 - With regard to any Indemnity provisions contained in the RFP or other Contract Documents, WSI shall indemnify and hold ESC, Omnia and the Omnia Member harmless, solely to the extent the claim arises as a result of WSI's negligence or WSI's employee's/subcontractor's negligence. WSI's obligations of indemnity shall be limited to the extent of its proportionate, comparative, or contributory fault or willful misconduct in accordance with applicable law.
 7. APPENDIX A – GENERAL TERMS & CONDITIONS - The Omnia Member is responsible for maintaining adequate insurance to protect its interests as relevant to the transaction performed. The pricing provided by WSI is specifically based upon the Omnia Member providing adequate insurance coverage to WSI during the term of the lease to include general liability insurance and property insurance covering any and all risk.
 8. The cost for bonds is excluded from the WSI Proposal Response. WSI is willing to provide bonds to the individual Omnia Member at an additional cost to be determined when the bonds are requested by the Omnia Member. Bonds, if requested, shall be addressed on a per project basis prior to the placement of the order for the Equipment by the Omnia Member.
 9. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 22 - The warranty provided by WSI shall be based upon the type of Equipment as well as the relevant transaction between WSI and the Omnia Member.
The sale of "New" Equipment shall be subject to WSI's standard (1) year warranty as contained in the WSI Sale Agreement for New Equipment.
The warranty (if any) for the sale of "Used" Equipment shall be based on the product type at time of transaction and as contained in the WSI Sale Agreement for Used Equipment.
The lease of Equipment shall be subject to the standard WSI lease warranty as contained in the WSI Lease Agreement.
 10. WSI shall be afforded the opportunity of repair to the Equipment as outlined in the respective WSI warranty.
 11. WSI reserves the right to utilize multiple cooperative contracts based on the customer's acceptance or preference of those contracts.
 12. TEXAS PUBLIC INFORMATION ACT/OPEN RECORDS POLICY - The information contained within these Proposal Clarifications, Company Profile in its entirety, Approach to Work (Sample Work Plans, Resumes and Subcontract Plans), References in its entirety, and Pricing in its entirety of the WSI Proposal Response is considered the exclusive and proprietary property of WSI because of the content. Any copying, disclosure, publication or distribution of any part of this information is strictly prohibited without prior written permission from WSI.
 13. APPENDIX A – GENERAL TERMS & CONDITIONS – With respect to any "Buy American" provisions, containers in the WSI Proposal Response may have been originally manufactured in the Peoples Republic of China and have been previously used as cargo shipping containers.
 14. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 11 and 24 – The Omnia Member shall bear the sole risk for the adequacy of the site conditions for placement of the Equipment. The WSI Proposal Response does not include the cost for site preparation, hidden conditions, latent conditions, underground/subsurface conditions, rock removal, soil conditions, surface water or ground water management, erosion or sedimentation control, dewatering of site, or hazardous waste removal/working conditions.
 15. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 23 and 26 - WSI is not a hazardous materials contractor. Should WSI encounter hazardous materials at the Omnia Member site, WSI reserves the right to cease operations until it is safe for WSI to resume work without being in violation of time schedule. Identification, remediation, cleanup, transport and disposition of any hazardous substances existing at the Omnia Member site and the additional costs arising therefrom and from any resultant delays shall be the liability and responsibility of the Omnia Member, at the Omnia Member's cost and expense. Costs for hazardous work/remediation are not included in the WSI bid proposal price. Any additional time required and expense incurred by WSI as a result of the aforementioned Hazardous Materials and/or delays shall be covered by appropriate Change Order.
APPENDIX A – GENERAL TERMS & CONDITIONS – Article 11 – WSI SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR OTHER SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR USE, ARISING FROM THE EQUIPMENT, THE WORK, THIS AGREEMENT, THE WSI WRITTEN WARRANTY, OR ANY OTHER CAUSE OR FACTOR.
 16. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 33 - While WSI complies with various laws which are applicable in all states [such as OSHA and Federal Employment Acts, including but not limited to: The Age Discrimination act of 1975, The Non-Discrimination Equal Employment Opportunity Act (Executive Order #11246), The Affirmative Action to Ensure Equal Employment Opportunity Act (Executive Order # 11246), The Non-Discrimination Under Title VI of the Civil Acts Rights of 1964, The Affirmative Action for Disabled Workers (Section 504 of the Rehabilitation Act of 1973), The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act, and the Equal Employment Opportunity Act], WSI does not represent compliance with "all" laws, rules and

regulations since this is a broad statement and there are infinite combinations of municipal, federal, state & local laws involved. WSI will discuss additional requirements with the Omnia member (which may result in additional costs to the Omnia member) on a per project basis.

17. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 7 - The Proposal Response is based upon WSI's right to assign rights, remedies, responsibilities, obligations and contracts with the Omnia Members for the project to a third party and/or to subcontract portions of the Work, with notice, but without requiring ESC/Omnia and/or the Omnia Member's consent.
18. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 1 and 11 - WSI hereby reserves the right at any time to not proceed with an order for any Omnia Member, should there exist valid reasons which prevent WSI from proceeding with the order, without WSI being in default under the Contract. WSI will notify ESC/Omnia and the Omnia Member when the Omnia Member places the order of Equipment of WSI's inability to proceed with the order. Termination of the Contract by ESC, if applicable, shall be limited to WSI's material breach of the Contract and shall not require WSI to terminate existing lease or sale agreements with Omnia Members.
19. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 29 - Remedies to WSI for Non-Appropriation Clause/Early termination shall be mutually agreed and addressed on a per project basis with the Omnia Member. Remedies shall be as outlined in the lease or sale agreement (and/or other contract documentation), as applicable.
20. APPENDIX A – GENERAL TERMS & CONDITIONS – Issuance of a Purchase Order by the Omnia Member shall not relieve the Omnia Member of its responsibility to sign mutually agreed upon WSI document(s). WSI reserves the right to review and negotiate any Omnia Member terms and conditions.
21. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 16 - Title - For a sale - title to the Equipment does not pass to the Omnia Member until full payment has been received by WSI.
For a lease – title to the Equipment at all times shall remain with WSI.
22. APPENDIX A – GENERAL TERMS & CONDITIONS – The Proposal Response is based upon the use of a non-union, non-prevailing wage labor work force, with work performed Monday-Friday during 8am-5pm (holidays excluded). If a differing labor force, other type of wage rates and/or other hours of work should be required, the Omnia Member shall be responsible for the payment of any additional costs arising therefrom, to be determined on a per project basis.
23. APPENDIX A – GENERAL TERMS & CONDITIONS - Articles 12 and 33 – WSI does not represent that the Equipment will comply with “all” federal, state or local building codes, zoning ordinances, or other types of regulations or use codes regulations since this is a broad statement and there are multiple unknown jurisdictions involved. WSI is willing to discuss compliance with additional requirements with the Omnia Member (which may result in an additional cost to the Omnia member) on a per project basis. Other than the provision of transportation permits only, the WSI Proposal Response does not include the cost for local inspections, zoning requirements, building setback, maximum area, fire separation requirements, site construction/development, property line requirements utilities, state, municipal or local permits and/or any fees, tests, approvals and inspections. WSI is willing to discuss compliance with any additional requirements with the Omnia Member (which may result in an additional cost to the Omnia member) on a per project basis.
24. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 12 - WSI will supply a copy of appropriate licenses for the jurisdiction when requested by the Omnia Member on a per project basis.
25. APPENDIX D – Except for Exhibit F, which is completed, WSI requests that the documents included in Appendix D be addressed and completed in the event of a proposed award. In the event of a conflict between Exhibit F and the terms of an individual agreement between WSI and an Omnia Member, the terms of the agreement between WSI and the Omnia Member shall prevail. Further clarifications with regard to Appendix D are as follows:
26. APPENDIX D, EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT – WSI has provided responses, which may be subject to further discussion between the parties.
27. APPENDIX D, EXHIBIT B – ADMINISTRATION AGREEMENT is an exemplar document for further discussion between the parties, may be subject to revision, and is not binding upon the parties until fully agreed to and executed by both parties.

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

** As further described in the Attachment A hereto, which is incorporated herein, the information contained within:*

-Williams Scotsman, Inc. proposal clarifications- Tab 1 Draft Contract

-Company profile in its entirety- Tab 4 Qualifications and Experience

-Approach to work (sample work plans, resumes and subcontract plans) Tab 3- Performance and Capability

-References in its entirety- Tab 4 Qualifications and Experience

-Pricing in its entirety – Tab 2- Products and Pricing

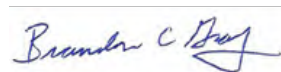
Is considered the exclusive and proprietary information of WSI.

Any copying, disclosure, publication or distribution of any part of this information is strictly prohibited without the prior written consent of Williams Scotsman, Inc.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

2/16/2021

Date



Authorized Signature & Title

ATTACHMENT A TO ACKNOWLEDGMENT AND ACCEPTANCE OF OPEN RECORDS POLICY - REQUESTED EXCEPTIONS

Williams Scotsman, Inc. declares the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

Proposal Clarifications- Tab 1 Draft Contract

Proprietary - Williams Scotsman spends an exceptional amount of time, energy, and financial resources to structure our clarifications for a specific client and proposal. This is also legal work product prepared for the benefit and sole use of Williams Scotsman, Region 4 / OMNIA and its members. Disclosure would make Williams Scotsman's clarifications available to the general public and our competitors wherein they could benefit competitively.

Company Profile in its entirety - Tab 4 Qualifications and Experience

Trade Secret and Proprietary – The depth of information requested for proposal evaluation by Region 4 / OMNIA requires that Williams Scotsman provide sales statistics, marketing strategies, competitive approaches, stated capabilities, internal training, co-branded marketing plans with Region 4 / OMNIA, anticipated sales volumes, relationships with other cooperatives, etc. This response will be useful for proposal evaluation, however this information is company-specific work product describing Williams Scotsman's overall plan for success. Release of this information could harm Williams Scotsman and allow our competitors to gain an advantage by utilizing the exposed information.

Approach to Work (Sample Work Plans, Resumes and Subcontract Plans) Tab 3 Performance/Capability

Trade Secret and Proprietary – Williams Scotsman is providing the information requested for proposal evaluation by Region 4 / OMNIA. The approach to work is a Williams Scotsman specific plan / trade secret, prepared for work with a specific client, and it is critical to retain this information in a competitive marketplace. The private information provided in the biographies should be deemed private and proprietary. This information is provided for Region 4 / OMNIA's benefit with the request that it not be made part of the open record.

References in its entirety- Tab 4 Qualifications and Experience

Trade Secret and Proprietary – Release of a company reference letter would provide our competition specific information about clients and contact information to which they would not otherwise have access. This release would harm Williams Scotsman by notifying competitors of our key clients and contacts. These letters would also speak to the performance of certain Williams Scotsman personnel, and may point out specific trades utilized or potentially deficiencies that could be used to market against Williams Scotsman.

Pricing in its entirety- Tab 2 Products and Pricing

Trade Secret and Proprietary – Williams Scotsman understands the need to share the pricing list with Region 4 / OMNIA members (as necessary); however, public disclosure of our pricing may cause significant harm to Williams in a competitive marketplace. The depth of pricing information provided could allow our competition to view a price listing of all buildings, products, services, and value added products offered by Williams Scotsman. This disclosure would provide an unfair advantage in the market to our competition and damage to Williams Scotsman's ability to compete.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005) Attorney
General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

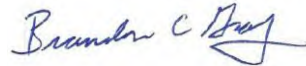
1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Williams Scotsman, Inc

Address 901 South Bond Street
Baltimore, MD 21231

Phone (609)361-3071

Fax N/A



Signature
Brandon C. Graf

Printed Name
VP- Strategic Accounts/BD

Position with Company

Signature

Printed Name

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**WSI Form is located in Doc# 1295 Form Folder- Tab 6 – Additional Required Documents*

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Brandon C. Graf, as an
Authorized representative of

Williams Scotsman Inc., a contractor engaged by

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

2/16/2021

Date

APPENDIX D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 Education Service Center (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Modular Buildings, Portable Storage, and Relocatable Walkways. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. <https://www.fema.gov/emergency-managers/national-preparedness/frameworks/response#esf> requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It

shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during

the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute

such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners. ****Please see all applicable responses in the Omnia Partners Folder (Also located in Region 4 Performance and Capabilities folder) Sections 3.1, 3.2 and 3.3(separate documents)***

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there

are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space

will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

**EXHIBIT B ADMINISTRATION AGREEMENT,
EXAMPLE**

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this 16_ day of February 2021_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and Williams Scotsman (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Supplier]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY,
A DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Contract Sales Report submitted electronically in Microsoft Excel:

Requirements for National Cooperative Contract
Page 22 of 68

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or sub recipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ BG _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ BG _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES BG Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 1

Does offeror agree? YES BG Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES BG Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES BG (to the extent applicable) Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Williams Scotsman Inc.

Address, City, State, and Zip Code: 901 South Bond Street Suite 600- Baltimore MD 21231

Phone Number: 866-888-0194 Fax Number: N/A

Printed Name and Title of Authorized Representative: Brandon C. Graf – VP Strategic Accounts/Business Development

Email Address: Brandon.graf@willscot.com

Signature of Authorized Representative:  Date: 2/12/21

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200. Appendix II. Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) 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.

(2) The contractor will, in all solicitations or advertisements 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.

(3) 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.

(4) The contractor will send to each labor union or representative of workers with which it 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 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 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.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA 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
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (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 (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 (1) of this section, in the sum of \$10 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 (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from 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 (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract,

grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are

debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered

transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier 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 non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

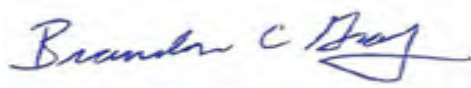
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Williams Scotsman Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Brandon C. Graf - VP-Strategic Accounts and Business Development
Name and Title of Contractor's Authorized Official

02/12/2021

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v

3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror’s Name:
Williams Scotsman Inc.

Address, City, State, and Zip Code:

901 South Bond Street, Baltimore MD 21231

Phone Number: 866-888-0194 Fax Number: N/A

Printed Name and Title of Authorized

Representative: Brandon C. Graf- VP Strategic Accounts and Business Development

Email Address: Brandon.graf@willscot.com

Signature of Authorized Representative:

A handwritten signature in blue ink, appearing to read "Brandon C. Graf", is written over a horizontal line.

Date:

02/12/2021

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE
– to be addressed and completed by
Supplier in the event of a proposed award.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to
before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

**P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY
AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it 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 this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____,

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

MCBRIDE-PRINCIPLES
**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**
**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**
MACBRIDE PRINCIPALS FORM**BID SOLICITATION #:** _____**VENDOR/BIDDER:** _____
**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX
☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR
☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION
 DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA

CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR
 CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA
 CITY OF TIGARD, OR
 CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT

EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNNDYL, UT

MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT

SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT

COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY BAY AREA HEALTH DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR

CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR

COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR

DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR

FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT, OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR

HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR JORDAN VALLEY CEMETERY DISTRICT, OR JORDAN VALLEY IRRIGATION DISTRICT, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR

JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,
 OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT
 DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,
 OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT,
 OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT,
 OR
 KLAMATH COUNTY PREDATORY ANIMAL
 CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD
 DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,
 OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT,
 OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR

LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY,
 OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL
 DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT,
 OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL
 DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT,
 OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT,
 OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,
 OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT,
 OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE
 DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION
 DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE
 DISTRICT, OR

MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR

MT. LAKI CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D. OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR

ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT
 #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,
 OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE
 DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT,
 OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
 OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR

PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR PORT
 OF THE DALLES, OR PORT OF
 TILLAMOOK BAY, OR PORT OF
 TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE
 DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
 #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,
 OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT,
 OR
 REDMOND FIRE AND RESCUE, OR RIDDLE FIRE
 PROTECTION DISTRICT, OR RIDGEWOOD DISTRICT
 IMPROVEMENT COMPANY, OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT
 DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT,
 OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR

ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT
 DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL
 AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
 OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
 OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SHANGRI-LA WATER DISTRICT, OR SHASTA
 VIEW IRRIGATION DISTRICT, OR SHELLEY ROAD
 CREST ACRES WATER DISTRICT,
 OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT
 COMPANY, OR

SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
 OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL
 DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE
 DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
 OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT
 COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE
 DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT,
 OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,
 OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
 OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR

THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
 OR
 TILLAMOOK COUNTY EMERGENCY
 COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
 OR
 TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE TUALATIN
 VALLEY FIRE & RESCUE, OR TUALATIN
 VALLEY IRRIGATION DISTRICT, OR TUALATIN
 VALLEY WATER DISTRICT TUALATIN VALLEY
 WATER DISTRICT, OR TUMALO IRRIGATION
 DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR

VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR

WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
 OR
 ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR

KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J MORROW
 COUNTY SCHOOL DIST, OR MULTNOMAH
 EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT

AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT GARFIELD
 SCHOOL DISTRICT, UT GATEWAY
 PREPARATORY ACADEMY, UT GEORGE
 WASHINGTON ACADEMY, UT GOOD
 FOUNDATION ACADEMY, UT GRAND
 SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT LOGAN
 SCHOOL DISTRICT, UT MARIA
 MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT

NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS, UT
 UINTAH RIVER HIGH, UT UINTAH
 SCHOOL DISTRICT, UT UTAH
 CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII

CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION

HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY OREGON
 STATE BOARD OF NURSING OREGON
 STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE OF
 HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

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NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 1 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum No. 1 is hereby issued as follows:

CLARIFICATIONS

1. The Submittal Deadline is extended via this Addendum.
2. The Questions Deadline is extended via this Addendum.
3. Questions received to this point are included in this Addendum under the Questions and Answers section.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday February 9, 2021, 2:00 PM CENTRAL TIME*

2. Page 1, Paragraph 1:

Remove the first sentence and replace with the following:

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist at questions@esc4.net no later than December 18, 2020.

All other items in Paragraph 1 shall remain.

3. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 3, 2020</i>
<i>Pre-proposal Conference</i>	<i>December 17, 2020</i>
<i>Deadline for receipt of questions via email</i>	<i>December 18, 2020</i>
<i>Issue Addenda (if required)</i>	<i>January 7, 2021</i>
<i>Proposal Due Date</i>	<i>February 9, 2021</i>
<i>Approval from Region 4 ESC</i>	<i>April 27, 2021</i>
<i>Contract Effective Date</i>	<i>July 1, 2021</i>

All other items on this page shall remain.

4. Page 6, Section III. INSTRUCTIONS TO OFFERORS, item 2:

Remove the first sentence and relace with the following:

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than December 18, 2020.

All other items in item 2 shall remain.

QUESTIONS AND ANSWERS

1. Question: Could you tell us where this project is located? City/State?

Answer: Region 4 Education Service Center) is located in Houston, Texas but this is to be a national contract serving multiple Participating Public Agencies across the country.

2. Question: What city is this project in?

Answer: See Answer to Question #1.

3. Question: Do you anticipate extending the bid due date?

Answer: See item #1 under Changes to the RFP in this Addendum.

4. Question: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Answer: Any pertinent information is included in the RFP.

5. Question: Was this bid posted to the nationwide free bid notification website at [//www.mygovwatch.com/free](http://www.mygovwatch.com/free)?

Answer: Not by Region 4 Education Service Center.

6. Question: Other than your own website, where was this bid posted?

Answer: The only other known locations where this solicitation was advertised is: The OMNIA Partners site through a link that directs viewers to Region 4 Education Service Center's site (<https://www.omniapartners.com/publicsector/solicitations>) and in various newspapers across the country.

However, there are other third-party sites that often pick up and post public solicitations but which of those sites might have posted this solicitation is unknown.

7. Question: Please let us know whether you have received this email, and when and how answers will be provided.

Answer: Any questions received in writing before the deadline are posted in a questions and answers document(s) and posted publicly to ensure all interested parties have the same information.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Williams Scotsman, Inc.

Contact Person Jennifer Renz

Signature 

Date 1/21/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

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NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 2 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum No. 2 is hereby issued as follows:

CLARIFICATIONS

1. The bound copies requirement are being removed via this Addendum.
2. Notary requirements are being removed via this Addendum.

CHANGES TO THE RFP

1. Page 7, Section 5:

To wave the bound copy requirement, remove Section 5. Proposal Format and replace with the following:

Proposal Format: Proposals must contain two (2) electronic copies on flash drives with signed copies of the solicitation. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract. Offerors may also provide two (2) bound and signed original copies of the solicitation, however bound copies are not required.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

If bound copies are provided, responses should be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors falling to organize in the manner listed may be considered non-responsive and may not be evaluated.

2. Required Documents with Notary

Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Williams Scotsman Inc.

Contact Person Jennifer Renz

Signature 

Date 1/21/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

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NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 3 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum No. 3 is hereby issued as follows:

CLARIFICATIONS

1. The Submittal Deadline is extended via this Addendum.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday February 16, 2021, 10:00 AM CENTRAL TIME*

2. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 3, 2020</i>
<i>Pre-proposal Conference</i>	<i>December 17, 2020</i>
<i>Deadline for receipt of questions via email</i>	<i>December 18, 2020</i>
<i>Issue Addenda (if required)</i>	<i>January 7, 2021</i>
<i>Proposal Due Date</i>	<i>February 16, 2021</i>
<i>Approval from Region 4 ESC</i>	<i>April 27, 2021</i>
<i>Contract Effective Date</i>	<i>July 1, 2021</i>

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Williams Scotsman, Inc.

Contact Person Jennifer Renz

Signature 

Date 1/21/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 4 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum No. 4 is hereby issued as follows:

CLARIFICATIONS

1. The Submittal Deadline is extended via this Addendum.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday February 23, 2021, 10:00 AM CENTRAL TIME*

2. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 3, 2020</i>
<i>Pre-proposal Conference</i>	<i>December 17, 2020</i>
<i>Deadline for receipt of questions via email</i>	<i>December 18, 2020</i>
<i>Issue Addenda (if required)</i>	<i>January 7, 2021</i>
<i>Proposal Due Date</i>	<i>February 23, 2021</i>
<i>Approval from Region 4 ESC</i>	<i>April 27, 2021</i>
<i>Contract Effective Date</i>	<i>July 1, 2021</i>

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Williams Scotsman, Inc.

Contact Person Jennifer Renz

Signature 

Date 2/23/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 5

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 5 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum No. 5 is hereby issued as follows:

CLARIFICATIONS

1. The Submittal Deadline is extended via this Addendum.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday March 2, 2021, 10:00 AM CENTRAL TIME*

2. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 3, 2020</i>
<i>Pre-proposal Conference</i>	<i>December 17, 2020</i>
<i>Deadline for receipt of questions via email</i>	<i>December 18, 2020</i>
<i>Issue Addenda (if required)</i>	<i>January 7, 2021</i>
<i>Proposal Due Date</i>	<i>March 2, 2021</i>
<i>Approval from Region 4 ESC</i>	<i>April 27, 2021</i>
<i>Contract Effective Date</i>	<i>July 1, 2021</i>

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Williams Scotsman, Inc.

Contact Person Jennifer Renz

Signature 

Date 2/23/2021

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 6

Solicitation Number 21-05

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Modular Buildings, Portable Storage, and Relocatable Walkways

This Addendum No. 6 amends the Request for Proposal (RFP) for Modular Buildings, Portable Storage, and Relocatable Walkways 21-05 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Modular Buildings, Portable Storage, and Relocatable Walkways. Addendum 6 is hereby issued as follows:

CLARIFICATIONS

1. Due to the extreme weather conditions, the Submittal Deadline is being extended via Addendum.
2. Region 4 ESC keeps proposals locked which means proposals are not able to be checked to confirm receipt. As Region 4 ESC wants to ensure proper competition and that all proposals are received by the due date and time, Offeror(s) that chose to submit via mail should keep delivery receipts and confirmations from carriers.
3. Should there be any concerns, Offerors should confirm that they submitted proposals to the correct delivery address with proper labeling as indicated in the RFP.
 - a. Per paragraph 2 (page 1) of the RFP, submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Offerors may also put to the attention of Crystal Wallace to help ensure receipt. See the RFP for more details.
 - b. Per item 12 of Section III. Instruction to Offerors (page 9) of the RFP,

Modular Buildings, Portable Storage, and Relocatable Walkways
Solicitation Number 21-05
Addendum No. 6

Page 1 of 4

packages must be clearly identified, sealed and delivered to the Region 4 ESC office. Packages are to include who it is from, the company, the address, solicitation name and number, and due date and time. See the RFP for more details.

4. If Offerors wish to help ensure their proposals were received, they may reach out to questions@esc4.net after 2:00 PM Central Time on Tuesday, March 30, 2021. A response may not be provided, but e-mails will be read. However, it is imperative that Offerors are sending proposals to the correct address and labeled accordingly as if they are sent to an alternate location, they are at risk of having their proposals not accepted.
5. For Offerors that have already submitted a proposal, Acknowledgements of Addendum No. 6 (and as previously stated in a clarification Acknowledgement of Addendum No. 5), do not need to be included with an Offerors response. Region 4 ESC will request Addendum No. 5 and 6 acknowledgements from Offerors who have submitted. When requested by Region 4 ESC, Addendum No. 5 and 6 acknowledgements may be sent via e-mail.
6. For Offerors that have already submitted a proposal, the due date on the package label does not need to be changed.
7. As the Submittal Deadline is being further extended, the Approval from Region 4 ESC and Contract Effective Dates are also being changed via this Addendum.

CHANGES TO THE RFP

1. Page 1, Line 12:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: *Tuesday **March 30**, 2021, 2:00 PM CENTRAL TIME*

2. Page 5, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 3, 2020</i>
<i>Pre-proposal Conference</i>	<i>December 17, 2020</i>
<i>Deadline for receipt of questions via email</i>	<i>December 18, 2020</i>
<i>Issue Addenda (if required)</i>	<i>January 7, 2021</i>
<i>Proposal Due Date</i>	<i>March 30, 2021</i>
<i>Approval from Region 4 ESC</i>	<i>June 29, 2021</i>
<i>Contract Effective Date</i>	<i>August 1, 2021</i>

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their

Modular Buildings, Portable Storage, and Relocatable Walkways
Solicitation Number 21-05
Addendum No. 6

Page 3 of 4

proposal response.

Company Name Williams Scotsman, Inc.

Contact Person Jennifer Renz

Signature 

Date 3/9/2021

Crystal Wallace
Region 4 Education Service
Center Business Operations
Specialist

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of February 16, 2021 by and between WILLIAMS SCOTSMAN, INC. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of (Solicitation 21-05) Modular Buildings, Portable Storage, and Relocatable Walkways ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_ 21-05 for Modular Buildings, Portable Storage, and Relocatable Walkways ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement. The Contract shall have the right to enter local "service" agreements with Participating Public Agencies accessing this Agreement, so long as the effective date of such agreement is prior to the expiration of this Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years.

CONTRACT

1

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name WILLIAMS SCOTSMAN, INC.

Address 901 South Bond Street Suite 600

City/State/Zip Baltimore Maryland 21231

Telephone No. (770)710-6398

Email Address brandon.graf@willscot.com

Printed Name Brandon C. Graf

Title VP- Strategic Accounts and Business Development

Authorized signature * 

*Contingent upon Region 4 ESC's acceptance of Williams Scotsman, Inc.'s Clarifications as attached to Appendix B, General Terms & Conditions Acceptance Form.

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name WILLIAMS SCOTSMAN, INC.

Address 901 South Bond Street Suite 600

City/State/Zip Baltimore Maryland 21231

Telephone No. (770)710-6398

Email Address brandon.graf@willscot.com

Printed Name Brandon C. Graf

Title VP- Strategic Accounts and Business Development

Authorized signature * 

*Contingent upon Region 4 ESC's acceptance of Williams Scotsman, Inc.'s Clarifications as attached to Appendix B, General Terms & Conditions Acceptance Form.

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ ** Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

** The Williams Scotsman exceptions/clarifications are set forth in the Williams Scotsman, Inc. Clarifications, which are attached hereto and made a part of this Appendix B and of the Williams Scotsman Proposal Response. The Williams Scotsman Proposal Response is submitted contingent upon acceptance of the Clarifications.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE.	

EXHIBIT A TO APPENDIX B, GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Williams Scotsman, Inc., on behalf of itself and its Affiliates ("Seller," "Lessor," or "WSI")

"Clarifications" To The Request for Proposal ("RFP")

By Region 4 Education Service Center ("ESC")

On behalf of itself, other government agencies and non-profits

("Omnia Member," "Buyer," or "Lessee")

Made available through Omnia Partners ("Omnia")

Under Solicitation Number 21-05

Covering Modular Buildings, Portable Storage, and Relocatable Walkways ("Equipment")

PLEASE NOTE THAT THIS PROPOSAL RESPONSE IS SUBMITTED CONTINGENT UPON THE FOLLOWING CONDITIONS:

Notwithstanding anything contained in the RFP or any documents related thereto to the contrary, the WSI Proposal Response hereby submitted is contingent upon the inclusion of the then-current WSI Lease/Sale Agreement (as applicable, and as may be modified from time to time), and the following WSI Clarifications (collectively, the "WSI Documents"). The WSI Documents are incorporated by reference as final, binding contract documents as if fully set forth in the RFP, and shall control to the extent of any conflict with the RFP.

The WSI Proposal Response:

- i) is quoted based upon current market information which may later vary as to price, materials and availability and/or other market and project conditions;
- ii) is prepared without a final determination of actual quantities, site conditions and/or other necessary particulars for the project.

Accordingly, ESC and Omnia understand and agree that these Clarifications are material matters and the WSI Proposal Response is open to future negotiation, adjustment and agreement prior to the creation of a binding contract between the parties.

APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 3, 4 and 6 - The WSI Documents (as applicable) shall control to the extent of any conflict in terms with respect to each transaction with the Omnia Member. WSI reserves the right to update and provide the current versions of the WSI Lease/Sale Agreement (as applicable) at its discretion.

ESC/Omnia have requested for their members, that the RFP Proposal Response be submitted covering the options of a Lease or the Purchase of Equipment. This Proposal Response is submitted by WSI based on the understanding that the agreement to be signed shall be based upon the option that the Omnia Member selects, and with terms and conditions mutually agreed upon by both parties. Accordingly, WSI has included samples of its available contract(s) covering the various options included in this Proposal Response.

1. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 17 - WSI's pricing excludes applicable taxes. The Omnia Member shall pay, or shall reimburse WSI for, any applicable sales, use, personal property taxes, any other direct taxes, licenses, permits, titles and fees related to the sale and/or the rental of the Equipment, or to the work to be performed by WSI. If the Omnia Member is tax exempt, the Omnia Member shall provide WSI with a valid copy of its tax exempt certificate. The Omnia Member shall be responsible for the payment of any use tax, which WSI, as a contractor, may be required to pay.
2. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 5 - The prices quoted in this proposal and WSI's obligation to perform if awarded are contingent upon WSI's credit review and approval of the Omnia Member requesting the service or goods and evidence that the Project is fully funded, with the payment terms to be determined - based upon mutually acceptable terms to both parties. Additional financial information may be required of the Omnia Member.
3. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 14 - The schedule for delivery shall be mutually agreed upon between WSI and the Omnia Member on a per project basis.
WSI shall not be responsible for any delays which may arise beyond WSI's control, including without limitation, delays caused by ESC, Omnia and/or the Omnia Member, their employees, agents or other contractor's, or any third parties; Governmental and/or municipal authorities; acts of God; stormy or inclement weather; union activities and/or other labor issues; terrorist acts; quarantines, epidemics (including without limitation, the COVID-19 pandemic) ; floods, fire, earthquakes, windstorms or other catastrophe; manufacturer's delays; loss or damage to units during transport; transportation delays; shortages of materials; delays in obtaining permits, licenses, approvals, tests or inspections; archaeological/paleontological discoveries; Hazardous Materials encountered at the Omnia Member site; conditions existing at the Omnia Member site, or any other conditions beyond WSI's control.
4. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 15 and 28 - All risk of loss or damage to the Equipment shall pass to the Omnia Member at delivery, at WSI's substantial completion of installation, or at the utilization or occupancy of the Equipment, whichever event first occurs - to be determined on a per building basis.
5. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 32 - During the installation work/takedown work,

- WSI shall provide its standard evidence, types and limits of insurance coverage to include general liability, automobile liability and worker's compensation/employer's liability, covering WSI's performance of its work at the Omnia Member site, subject to the terms, conditions, limits, deductibles and exclusions of the policy(ies). If ESC, Omnia or the Omnia Member shall require insurance other than the standard insurance that WSI provides, to the extent that WSI can comply, any additional costs incurred by WSI shall be paid by ESC, Omnia or the Omnia Member - as appropriate.
6. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 30 - With regard to any Indemnity provisions contained in the RFP or other Contract Documents, WSI shall indemnify and hold ESC, Omnia and the Omnia Member harmless, solely to the extent the claim arises as a result of WSI's negligence or WSI's employee's/subcontractor's negligence. WSI's obligations of indemnity shall be limited to the extent of its proportionate, comparative, or contributory fault or willful misconduct in accordance with applicable law.
 7. APPENDIX A – GENERAL TERMS & CONDITIONS - The Omnia Member is responsible for maintaining adequate insurance to protect its interests as relevant to the transaction performed. The pricing provided by WSI is specifically based upon the Omnia Member providing adequate insurance coverage to WSI during the term of the lease to include general liability insurance and property insurance covering any and all risk.
 8. The cost for bonds is excluded from the WSI Proposal Response. WSI is willing to provide bonds to the individual Omnia Member at an additional cost to be determined when the bonds are requested by the Omnia Member. Bonds, if requested, shall be addressed on a per project basis prior to the placement of the order for the Equipment by the Omnia Member.
 9. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 22 - The warranty provided by WSI shall be based upon the type of Equipment as well as the relevant transaction between WSI and the Omnia Member.
The sale of "New" Equipment shall be subject to WSI's standard (1) year warranty as contained in the WSI Sale Agreement for New Equipment.
The warranty (if any) for the sale of "Used" Equipment shall be based on the product type at time of transaction and as contained in the WSI Sale Agreement for Used Equipment.
The lease of Equipment shall be subject to the standard WSI lease warranty as contained in the WSI Lease Agreement.
 10. WSI shall be afforded the opportunity of repair to the Equipment as outlined in the respective WSI warranty.
 11. WSI reserves the right to utilize multiple cooperative contracts based on the customer's acceptance or preference of those contracts.
 12. TEXAS PUBLIC INFORMATION ACT/OPEN RECORDS POLICY - The information contained within these Proposal Clarifications, Company Profile in its entirety, Approach to Work (Sample Work Plans, Resumes and Subcontract Plans), References in its entirety, and Pricing in its entirety of the WSI Proposal Response is considered the exclusive and proprietary property of WSI because of the content. Any copying, disclosure, publication or distribution of any part of this information is strictly prohibited without prior written permission from WSI.
 13. APPENDIX A – GENERAL TERMS & CONDITIONS – With respect to any "Buy American" provisions, containers in the WSI Proposal Response may have been originally manufactured in the Peoples Republic of China and have been previously used as cargo shipping containers.
 14. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 11 and 24 – The Omnia Member shall bear the sole risk for the adequacy of the site conditions for placement of the Equipment. The WSI Proposal Response does not include the cost for site preparation, hidden conditions, latent conditions, underground/subsurface conditions, rock removal, soil conditions, surface water or ground water management, erosion or sedimentation control, dewatering of site, or hazardous waste removal/working conditions.
 15. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 23 and 26 - WSI is not a hazardous materials contractor. Should WSI encounter hazardous materials at the Omnia Member site, WSI reserves the right to cease operations until it is safe for WSI to resume work without being in violation of time schedule. Identification, remediation, cleanup, transport and disposition of any hazardous substances existing at the Omnia Member site and the additional costs arising therefrom and from any resultant delays shall be the liability and responsibility of the Omnia Member, at the Omnia Member's cost and expense. Costs for hazardous work/remediation are not included in the WSI bid proposal price. Any additional time required and expense incurred by WSI as a result of the aforementioned Hazardous Materials and/or delays shall be covered by appropriate Change Order.
APPENDIX A – GENERAL TERMS & CONDITIONS – Article 11 – WSI SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR OTHER SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR USE, ARISING FROM THE EQUIPMENT, THE WORK, THIS AGREEMENT, THE WSI WRITTEN WARRANTY, OR ANY OTHER CAUSE OR FACTOR.
 16. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 33 - While WSI complies with various laws which are applicable in all states [such as OSHA and Federal Employment Acts, including but not limited to: The Age Discrimination act of 1975, The Non-Discrimination Equal Employment Opportunity Act (Executive Order #11246), The Affirmative Action to Ensure Equal Employment Opportunity Act (Executive Order # 11246), The Non-Discrimination Under Title VI of the Civil Acts Rights of 1964, The Affirmative Action for Disabled Workers (Section 504 of the Rehabilitation Act of 1973), The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act, and the Equal Employment Opportunity Act], WSI does not represent compliance with "all" laws, rules and

regulations since this is a broad statement and there are infinite combinations of municipal, federal, state & local laws involved. WSI will discuss additional requirements with the Omnia member (which may result in additional costs to the Omnia member) on a per project basis.

17. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 7 - The Proposal Response is based upon WSI's right to assign rights, remedies, responsibilities, obligations and contracts with the Omnia Members for the project to a third party and/or to subcontract portions of the Work, with notice, but without requiring ESC/Omnia and/or the Omnia Member's consent.
18. APPENDIX A – GENERAL TERMS & CONDITIONS – Articles 1 and 11 - WSI hereby reserves the right at any time to not proceed with an order for any Omnia Member, should there exist valid reasons which prevent WSI from proceeding with the order, without WSI being in default under the Contract. WSI will notify ESC/Omnia and the Omnia Member when the Omnia Member places the order of Equipment of WSI's inability to proceed with the order. Termination of the Contract by ESC, if applicable, shall be limited to WSI's material breach of the Contract and shall not require WSI to terminate existing lease or sale agreements with Omnia Members.
19. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 29 - Remedies to WSI for Non-Appropriation Clause/Early termination shall be mutually agreed and addressed on a per project basis with the Omnia Member. Remedies shall be as outlined in the lease or sale agreement (and/or other contract documentation), as applicable.
20. APPENDIX A – GENERAL TERMS & CONDITIONS – Issuance of a Purchase Order by the Omnia Member shall not relieve the Omnia Member of its responsibility to sign mutually agreed upon WSI document(s). WSI reserves the right to review and negotiate any Omnia Member terms and conditions.
21. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 16 - Title - For a sale - title to the Equipment does not pass to the Omnia Member until full payment has been received by WSI.
For a lease – title to the Equipment at all times shall remain with WSI.
22. APPENDIX A – GENERAL TERMS & CONDITIONS – The Proposal Response is based upon the use of a non-union, non-prevailing wage labor work force, with work performed Monday-Friday during 8am-5pm (holidays excluded). If a differing labor force, other type of wage rates and/or other hours of work should be required, the Omnia Member shall be responsible for the payment of any additional costs arising therefrom, to be determined on a per project basis.
23. APPENDIX A – GENERAL TERMS & CONDITIONS - Articles 12 and 33 – WSI does not represent that the Equipment will comply with “all” federal, state or local building codes, zoning ordinances, or other types of regulations or use codes regulations since this is a broad statement and there are multiple unknown jurisdictions involved. WSI is willing to discuss compliance with additional requirements with the Omnia Member (which may result in an additional cost to the Omnia member) on a per project basis. Other than the provision of transportation permits only, the WSI Proposal Response does not include the cost for local inspections, zoning requirements, building setback, maximum area, fire separation requirements, site construction/development, property line requirements utilities, state, municipal or local permits and/or any fees, tests, approvals and inspections. WSI is willing to discuss compliance with any additional requirements with the Omnia Member (which may result in an additional cost to the Omnia member) on a per project basis.
24. APPENDIX A – GENERAL TERMS & CONDITIONS – Article 12 - WSI will supply a copy of appropriate licenses for the jurisdiction when requested by the Omnia Member on a per project basis.
25. APPENDIX D – Except for Exhibit F, which is completed, WSI requests that the documents included in Appendix D be addressed and completed in the event of a proposed award. In the event of a conflict between Exhibit F and the terms of an individual agreement between WSI and an Omnia Member, the terms of the agreement between WSI and the Omnia Member shall prevail. Further clarifications with regard to Appendix D are as follows:
26. APPENDIX D, EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT – WSI has provided responses, which may be subject to further discussion between the parties.
27. APPENDIX D, EXHIBIT B – ADMINISTRATION AGREEMENT is an exemplar document for further discussion between the parties, may be subject to revision, and is not binding upon the parties until fully agreed to and executed by both parties.



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WHO WE ARE

The Value We Provide

NOBODY KNOW THE INDUSTRY, COVERS THE COUNTRY OR ANTICIPATES CUSTOMERS' NEEDS LIKE WILLSCOT.



60
years of experience



40,000
customers working
in our units



450
industries served



120+
locations in
North America



2,000
local experts



85 million
square feet of
temporary space.

20 million sq ft immediately available.

NORTH AMERICA'S LEADING MODULAR BUILDING PROVIDER

With 120 locations across North America, WillScot has more experts, assets and solutions to deliver any project, anywhere, anytime.



FOR MORE THAN 50 YEARS, WE HAVE PROVIDED SOLUTIONS TO THE EDUCATION MARKET THAT FOSTER AN ENVIRONMENT FOR LEARNING.

The following provides a deeper look into WillScot.



WILLSCOT LEADERSHIP TEAM

We want Omnia Partners' members to understand the scope of WillScot's operations in North America because it is an obvious plus in Omnia's plan to expand membership.



BRAD SOULTZ

President & CEO



TIM BOSWELL

Chief Financial Officer



SALLY SHANKS

Chief Accounting Officer
& Treasurer



MATT JACOBSEN

VP Finance



BRADLEY BACON

VP General Counsel &
Corporate Secretary



WARREN SMITH

VP Operations



ANTOINE DELALANDE

VP Commercial



JOHN KOWALCZYK

VP Human Resources



JOHN RYAN

VP Credit



TOM BOSAK

VP Supply Chain &
Operations Process



TOM BRUYEA

SVP / GM Canada



DARREN GOULD

SVP / GM West



ANDREW AUNS

SVP / GM East



SAMANTHA BISHOP

Deputy General Counsel

EDUCATION / GOVERNMENT TEAM MEMBERS

Our locations' activities are monitored by branch managers and service managers and supported by the sales representatives, account executives, project managers, administrative personnel, and services teams. Area managers over see the operations of these branches in specified geographic areas. Communication and support between branches, areas, regions, sales support centers, and our field support center ensures we can react to our customers' needs with consistent quality, service, and care.

JENNIFER RENZ

Business Development Manager
Education / Government

CONTACT INFORMATION

Cell: 609-361-3071
Office: 800-292-9652
Jennifer.Renz@willscot.com

BRANDON GRAF

VP - Strategic Accounts /
Business Development

GEORGE REYNOLDS

Director Commercial Excellence West

MITCH HARDWICK

Director Commercial Excellence East

WADE EDMONDS

Construction Manager

BRIAN ALBERS

Construction Manager

SCOTT BENDER

Construction Manager

WILL SMITH

Construction Manager

NEVENA TILLMAN

Construction Manager



DOING BUSINESS WITH WILLSCOT

We're dedicated to making doing business with Willscot secure and simple for you. Inside you will find detailed information related to invoicing, payment and insurance.



INVOICE SERVICES AND PAYMENT OPTIONS

Electronic invoicing is the fastest, easiest option, though you still have the option to receive paper statements, for a nominal administrative fee. To ensure electronic delivery of your invoices, consider setting up a generic email that can be monitored by more than one of your employees.

Billing Cycle:	WillScot generates invoices on the first day of the rental cycle. The day you take delivery generally determines the start of your rental cycle. Each subsequent month, WillScot will send an invoice which is due on the first day of the rental cycle.
Purchase Orders:	If invoices require reference to a purchase order please submit a copy of the purchase order along with the invoice copy directly to: CustomerSuccess@willscot.com
Sales Tax:	To avoid sales tax assessment, please email a copy of your valid sales tax exemption document within 30 days of receipt of your invoice to: CustomerSuccess@willscot.com
Sales Tax Differences:	Sales tax calculations are based upon Williams Scotsman taxability determinations which may differ from previously billed ModSpace sales tax amounts. Please adjust your purchase order accordingly upon receipt of your first invoice.
Interest Charges:	If payments are not received within the agreed upon terms, the balance due will be subject to interest charges at 1.5% per month.
Late Charges:	If payments are not received within the agreed upon terms, a late charge will be applied to your account

PAYMENTS

Electronic funds transfers (ACH) are the fastest, easiest and most affordable way to make payments. For customers that prefer other payment methods, payments can also be made via BillTrust, our secure online payment portal, or via traditional paper checks mailed to the appropriate address below. Regardless of the payment method you choose, we're always here to help. Paper check processing fees may apply.



Williams Scotsman Invoices:	Remit payments directly to Williams Scotsman for all invoices issued by Williams Scotsman (payment options are listed further on in this document).
Federal ID No:	Williams Scotsman Federal ID No. 52-0665775. Please refer to the attached W-9.
Lien Waivers:	Submit all lien waiver requests and questions directly to: lien.waivers@willscot.com Please keep in mind that we do not place liens on property.



INVOICE SERVICES AND PAYMENT OPTIONS

PAYMENT OPTIONS

1. Direct Payment Preferred Method	Electronic payment initiated by your Accounts Payable department through your bank. When paying via ACH, a remittance advice must be sent to CASHWS@willscot.com <table><thead><tr><th>USD PAYMENTS</th><th>CANADIAN PAYMENTS</th></tr></thead><tbody><tr><td>Bank Name: Bank of America</td><td>Bank Name: Bank of America National Association, Canada Branch</td></tr><tr><td>Bank Address: 231 S. LaSalle Street, Chicago, IL 60697</td><td>Bank Address: 181 Bay Street, 5th Floor, Toronto ON M5J 2V8</td></tr><tr><td>Account Name: Williams Scotsman, Inc</td><td>Account Name: Williams Scotsman of Canada Inc.</td></tr><tr><td>ABA Routing: 071000039</td><td>Account Currency: Canadian Dollars</td></tr><tr><td>Account: 81889-03200</td><td>Account Number: 47183222</td></tr><tr><td>SWIFT Code: BOFAUS3N</td><td>Bank ID: 241</td></tr><tr><td>Wire Routing: 026009593</td><td>Bank Transit: 56792</td></tr><tr><td></td><td>SWIFT Code: BOFACATT</td></tr></tbody></table>	USD PAYMENTS	CANADIAN PAYMENTS	Bank Name: Bank of America	Bank Name: Bank of America National Association, Canada Branch	Bank Address: 231 S. LaSalle Street, Chicago, IL 60697	Bank Address: 181 Bay Street, 5th Floor, Toronto ON M5J 2V8	Account Name: Williams Scotsman, Inc	Account Name: Williams Scotsman of Canada Inc.	ABA Routing: 071000039	Account Currency: Canadian Dollars	Account: 81889-03200	Account Number: 47183222	SWIFT Code: BOFAUS3N	Bank ID: 241	Wire Routing: 026009593	Bank Transit: 56792		SWIFT Code: BOFACATT
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2. Billtrust	Williams Scotsman has partnered with Billtrust to provide an easy and efficient means of handling your invoicing needs. With Billtrust, you will have a choice between email, electronic and the ability to upload into select AP networks. Our partnership with Billtrust offers an invoice gateway that allows you to: • Link multiple accounts to a single portal login • Easily import and download information • View, print and pay invoices online via ACH or credit card (MasterCard & Visa ONLY) • American Express and Discover are NOT accepted • Pay multiple invoices at once – For this to work properly, cards must be enabled for multiple swipes • Make an online payment, request invoices or sign up for paperless invoicing • Recurring payment functionality is only available at this time by using the Auto Pay function To enroll your account in the Billtrust portal, you will need your customer number and the enrollment token listed on your invoice. US Dollars http://willscot.billtrust.com Canadian Dollars http://willscotca.billtrust.com Any questions or problems regarding your BillTrust account can be addressed by our Customer Success team: CustomerSuccess@willscot.com																		
3. Paper Check Payment*	Please mail all paper check payments directly to Williams Scotsman's lockbox address: <table><thead><tr><th>USD PAYMENTS</th><th>CANADIAN PAYMENTS</th></tr></thead><tbody><tr><td>Williams Scotsman, Inc P.O. Box 91975 Chicago, IL 60693-1975</td><td>Bank of America Merrill Lynch Lockbox Services Williams Scotsman, Inc. Lockbox# 911630 P.O. Box #4090 STN A Toronto, Ontario M5W 0E9</td></tr></tbody></table> <i>*Paper check processing fees may apply.</i> If you have any questions or need additional assistance, contact our Customer Assistance Center at 866-850-4273 or CustomerAssistance@willscot.com. Please do not contact BillTrust directly.	USD PAYMENTS	CANADIAN PAYMENTS	Williams Scotsman, Inc P.O. Box 91975 Chicago, IL 60693-1975	Bank of America Merrill Lynch Lockbox Services Williams Scotsman, Inc. Lockbox# 911630 P.O. Box #4090 STN A Toronto, Ontario M5W 0E9														
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CUSTOMER INSURANCE CERTIFICATE REQUIREMENTS

INSURANCE

Lessor Requirements:	Williams Scotsman requires property and general liability insurance coverage for all equipment and value added products. Please see below for the attached Insurance Certificate Requirements document for guidance. Direct all insurance related inquiries to: Insurance@willscot.com
Lessee Requirements:	If a Williams Scotsman certificate of insurance is required please refer to the attached document for guidance or email: RiskManagement@willscot.com
Optional General Liability Program:	Effective the date of your first invoice from Williams Scotsman, the carrier associated with your Optional GL Insurance coverage will change from Philadelphia Insurance Company (PHLY) to American Southern General Insurance Company. This transition will be seamless and without any lapse in coverage. You will continue to be invoiced for this protection until (1) your lease terminates, or (2) you request, in writing, it be discontinued.

Certificate Type	Acceptable	Required Amount Per Occurrence	Other Requirements	Williams Scotsman Must Be Listed As:	NOT Acceptable Coverage Types
General Liability	• General Liability • Garage Liability • Premises Liability • Wrap Up Liability • Public Entity Liability • Public Liability (Canada) • 3rd Party Liability	• \$1,000,000 • \$10,000,000 Fireworks	• Policy Number • Coverage Term • Our Customer has to be: i. the insured or ii. Insured needs to be our customer's parent company	• Certificate Holder • Additional Insured	• Personal Liability • Auto Liability • Worker's Compensation
Property	• Property Coverage • All Risks • Business Personal Property • Broad Form Building • Equipment • Builder's Risk Equipment • Inland Marine • Commercial Property • Contractor's Equipment • Equipment Floater • Installation Floater • Installation • Renters or Rental Equipment • Special or Special Perils • Leased Rented Equipment • Scheduled Equipment • Physical Damage • Special Property	• Full Replacement Value	• Policy Number • Coverage Term	• Certificate Holder • Loss Payee	• Personal Property

INSURANCE GLOSSARY

Blanket Coverage:	Provides insurance coverage for all units the customer is renting leasing from Williams Scotsman, Inc.
Individual Coverage:	Provides insurance coverage for specific units or locations.
Additional Insured:	Additional insured for liability and Loss Payee for property enables Williams Scotsman to work directly with the customer's insurance carrier in the event of a claim.

This document is provided for informational and convenience purposes only and does not constitute a contract. Provisions in this document are subject to change. Customers are advised to refer to their lease agreement for details concerning required insurance coverage as the provisions in the lease agreement take precedence. Williams Scotsman is not an insurance provider or broker so customers should refer any questions regarding insurance coverage, type or definitions to their agent / broker or provider.

** Allen Insurance Group is a third party insurance agent that administers a general liability insurance program offered by American Southern Insurance Company. For details about this program, please contact your sales representative for information.*



CUSTOMER SUPPORT AND SERVICE

Our people, our temporary offices, our comprehensive solutions, our network of locations – everything about WillScot is Ready to Work. So let's get started.



Give us a call at: 866-850-4270.

- For Service related requests, please select option 1.
- For Sales related requests, please select option 2.



You can also submit a ticket on our website:

www.willscot.com/Support/Request-Customer-Service



For details regarding when you should contact us for service please see the [attached service guide](#).

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

WILLIAMS SCOTSMAN, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **N/A**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

901 S. BOND STREET, SUITE 600

6 City, state, and ZIP code

BALTIMORE, MD 21231

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

5 2 - 0 6 6 5 7 7 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

READY TO WORK

At WillScot, we are focused on doing one thing very well – making it easy for you to get the temporary space and storage you need, configured exactly to your specifications, delivered and set up so you're ready to work from day one.

Everything about our company and culture is geared toward providing this value – now more than ever. In 2020 we merged with portable storage leader Mobile Mini, allowing us to serve the total site like no one else can. We have the largest fleet of quality mobile offices and portable storage units, the full array of add-on options to outfit your unit inside and out, the largest network in North America and the most capable team of experts in the industry. All of these assets stand ready to serve your needs – any time, any place.

It all goes back to doing that one thing very well. We focus on what we do best, so you can focus on what you do best – working your project, being productive, staying safe and meeting your goals.



800.782.1500 | [WILLSCOT.COM](https://www.willscot.com)

WILLSCOT, INC. CORPORATE HEADQUARTERS
901 S Bond Street Suite 600 • Baltimore, MD • 21231

WILLSCOT OFFERS A WIDE SELECTION OF TEMPORARY SPACE READILY AVAILABLE TO MEET A VARIETY OF NEEDS.



OFFICE TRAILERS



OFFICE TRAILERS



OFFICE TRAILERS



MODULAR COMPLEXES



FLEX®



CLASSROOMS & TRAINING FACILITIES



STORAGE EQUIPMENT



FURNITURE



APPLIANCES



STEPS & RAMPS



DATA



INSURANCE & WAIVERS



WILLSCOT PRODUCTS

Everything about our company and culture is geared toward providing this value. As the industry leader, we have the largest fleet of quality portable units, a near limitless array of add-on options, a coast-to-coast network of locations and a team of temporary workspace experts. All of these assets are available and ready to serve your needs whenever you need them



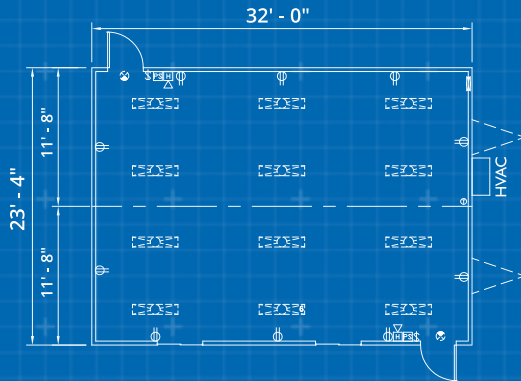
+

CLASSROOMS

36' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 36' Long (including hitch)
- 32' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

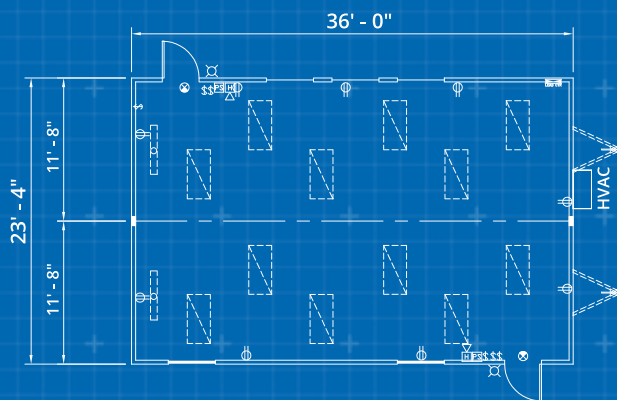
Other

- Chalk boards, dry-erase boards and tack boards available
- Wide open shells available
- Optional restroom

40' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 40' Long (including hitch)
- 36' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

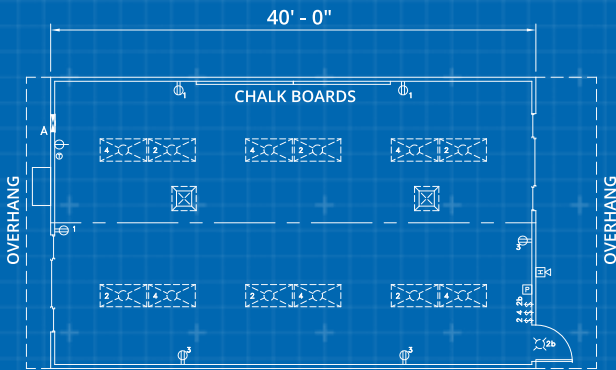
- Chalk boards, dry-erase boards and tack boards available
- Wide open shells available
- Optional restroom

44' x 24' DSA CLASSROOM



+ —

In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 44' Long (including hitch)
- 40' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Wood siding
- I-Beam frame
- 5' overhang at front
- 2' Overhang at rear

Interior Finish

- Paneled walls
- Carpet or vinyl floors
- T-Grid ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

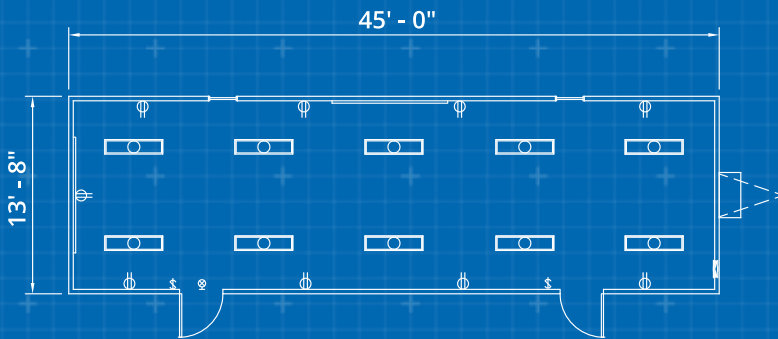
- Chalk boards, dry-erase boards and tack boards available

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

49' x 14' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 49' Long (including hitch)
- 45' Box size
- 14' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

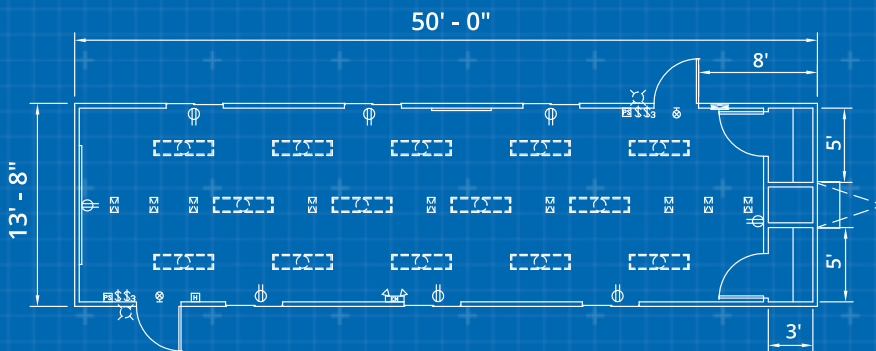
Other

- Chalk boards, dry-erase boards and tack boards available
- Wide open shells available

54' x 14' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

54' Long (including hitch)
50' Box size
14' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Vinyl covered gypsum walls
Carpet or vinyl floors
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
Vision panel doors with standard locks

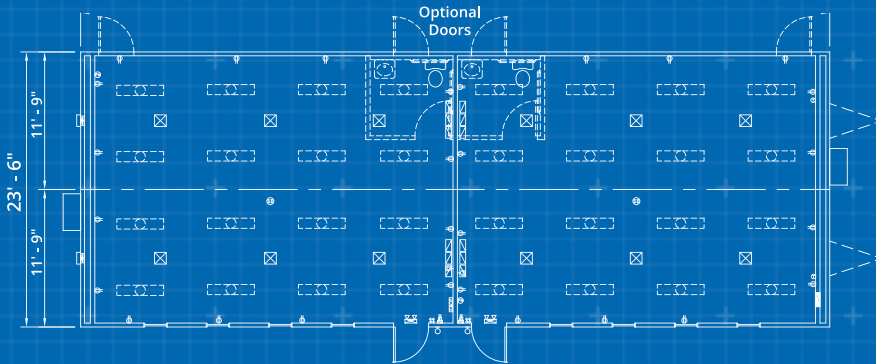
Other

Chalk boards, dry-erase boards and tack boards available
Optional restroom
Wide open shells available

60' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Vinyl covered gypsum walls
Carpet or vinyl floors
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
Vision panel doors with standard locks

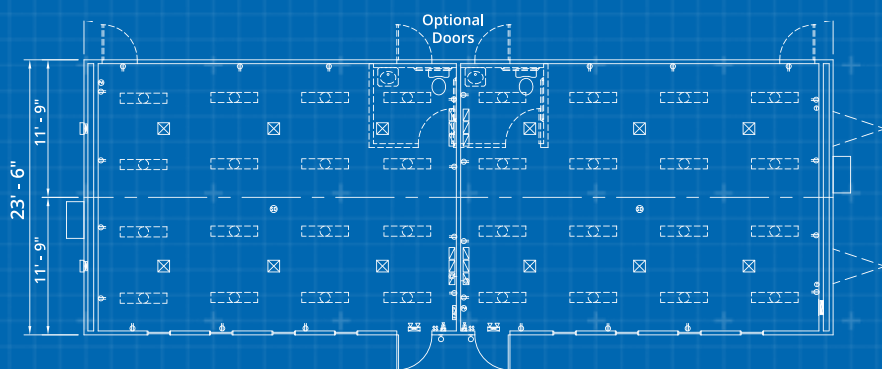
Other

Chalk boards, dry-erase boards and tack boards available
Optional restroom
Wide open shells available

68' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 68' Long (including hitch)
- 64' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

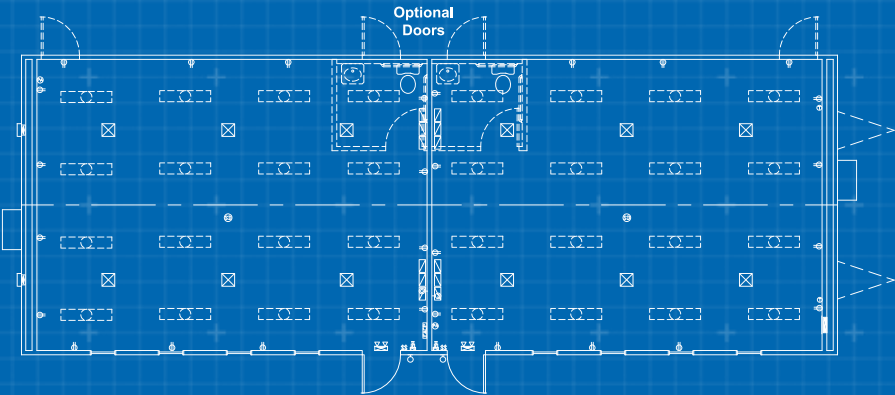
- Chalk boards, dry-erase boards and tack boards available
- Optional restroom
- Wide open shells available



+

—

In addition to your classroom solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

68' Long (including hitch)
28' Wide

Exterior Finish

EPDM Rubber Roof
Smart panel wood exterior siding

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Electric

Fluorescent lighting

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Low-E double-insulated glass windows
Steel exterior doors with deadbolts & 10" x 10" vision window
Commercial interior doors with steel jambs

Other

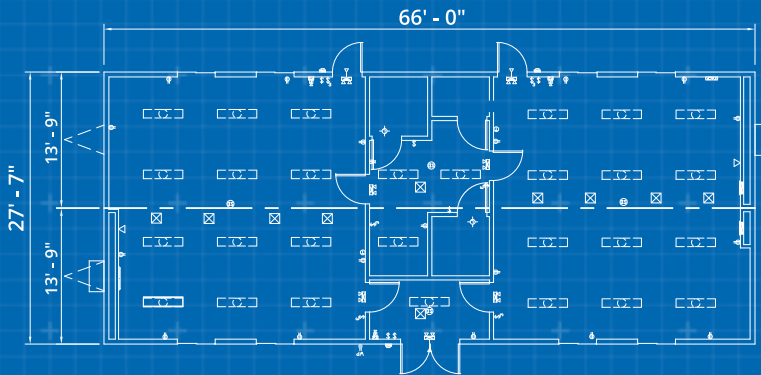
J-boxes & data closet
ADA restrooms (optional)

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

70' x 28' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 70' Long (including hitch)
- 68' Box size
- 28' Wide
- 8' Ceiling height

Exterior Finish

- Duratemp
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

- Chalk boards, dry-erase boards and tack boards available

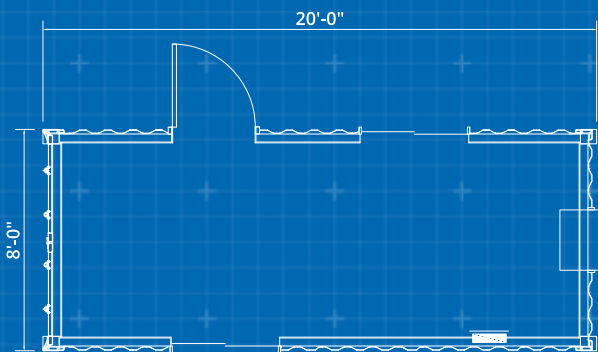


GROUND LEVEL OFFICES

20' x 8' CONTAINER OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

20' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

General

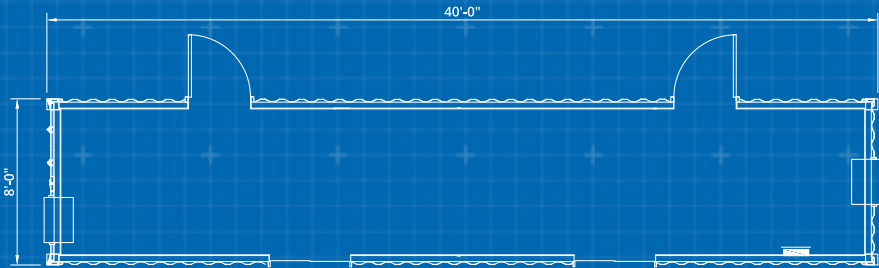
Skid mounted office unit constructed using a one-trip ISO shipping container

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

40' x 8' CONTAINER OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

General

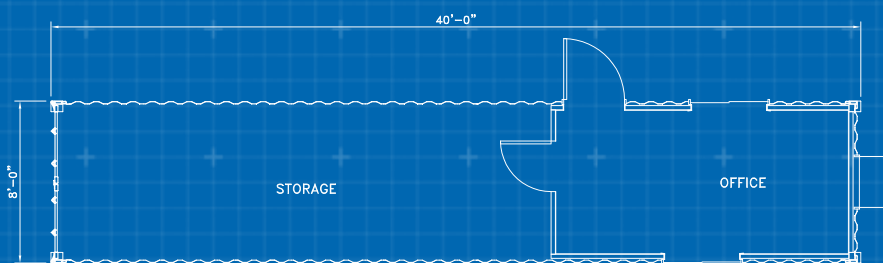
Skid mounted office unit constructed using a one-trip ISO shipping container

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

40' x 8' CONTAINER OFFICE COMBO



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

15' Office space
25' Storage space
Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

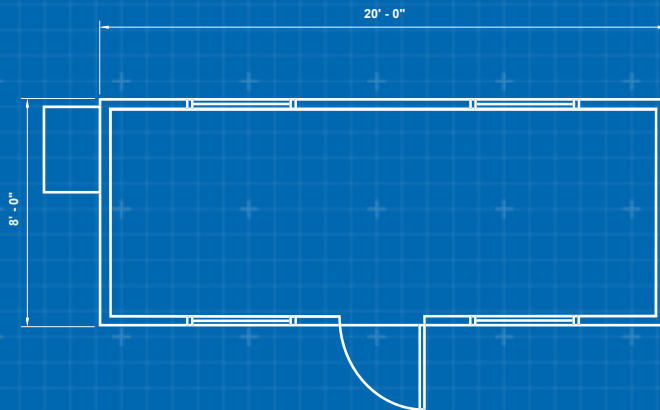
General

Skid mounted office unit constructed using a one-trip ISO shipping container

20' x 8' HQ OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

Furniture & Appliances
Technology
Site Services
Loss Protection

Dimensions

20' Long
8' Box size

Exterior Finish

Steel frame construction
4" insulated walls with steel siding

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' interior ceiling height

Electric

Integrated data ports and outlets
(6) phone jacks and (6) data jacks

Heating/Cooling

7-day programmable thermostat

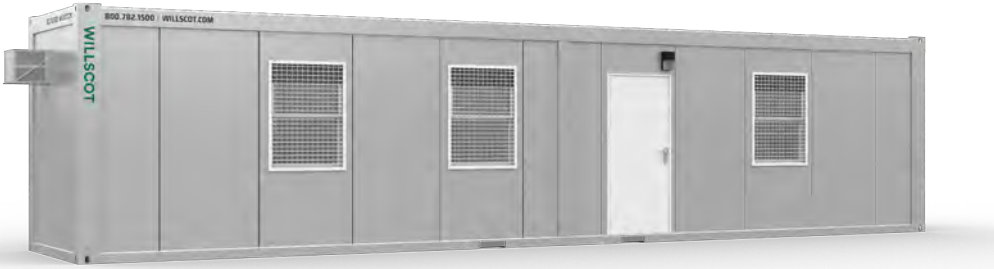
Windows/Doors

Double pane Low-E windows

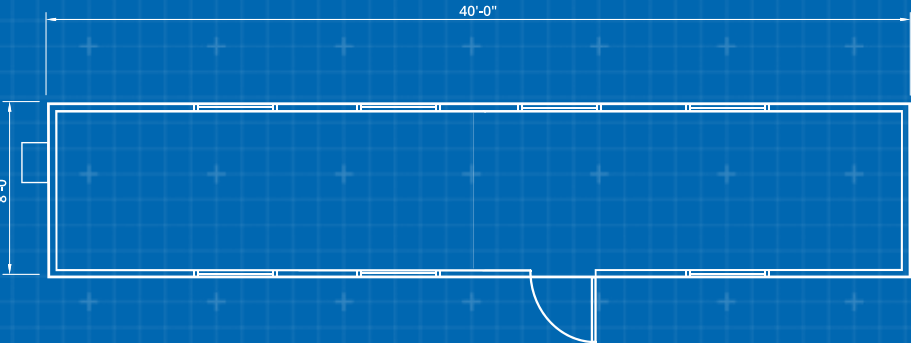
General

Built to withstand 150 mph winds,
60 lb/sq ft snow loads and
8.0 earthquakes
Ground-mount for easy set up

40' x 8' HQ OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size
Stackable to three stories high, and expandable to any configuration

Exterior Finish

Steel frame construction
4" insulated walls with steel siding

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' interior ceiling height

Electric

Integrated data ports and outlets
(6) phone jacks and (6) data jacks

Heating/Cooling

7-day programmable thermostat

Windows/Doors

Double pane Low-E windows

General

Built to withstand 150 mph winds,
60 lb/sq ft snow loads and
8.0 earthquakes
Ground-mount for easy set up

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

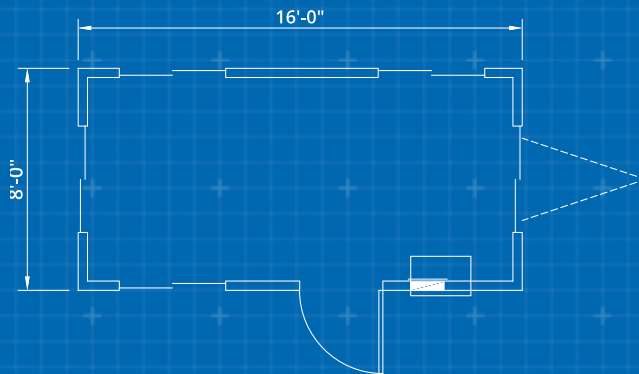


OFFICE TRAILRS

20' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

Steps & Ramps
Furniture & Appliances
Technology
Site Services
Loss Protection

Dimensions

20' Long (including hitch)
16' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

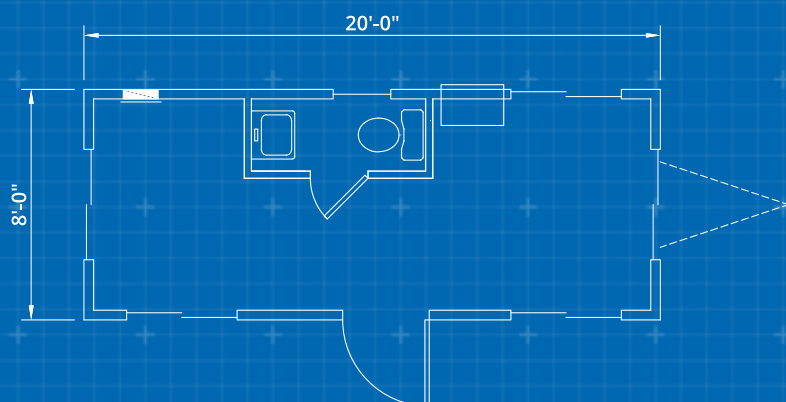
Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

24' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

24' Long (including hitch)
20' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

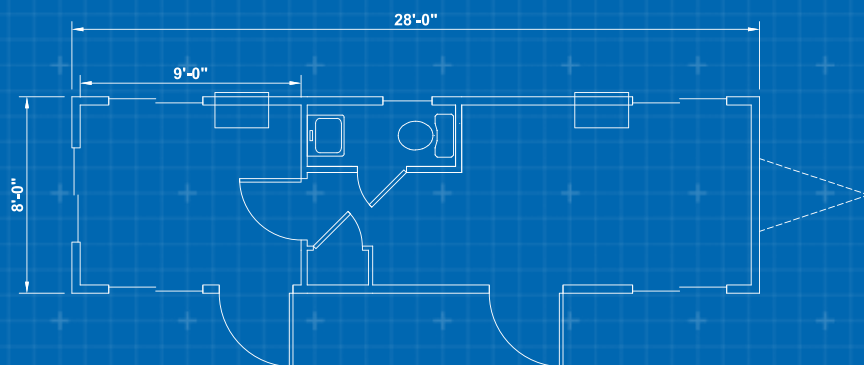
Other

Optional restroom

30' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

30' Long (including hitch)
26' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

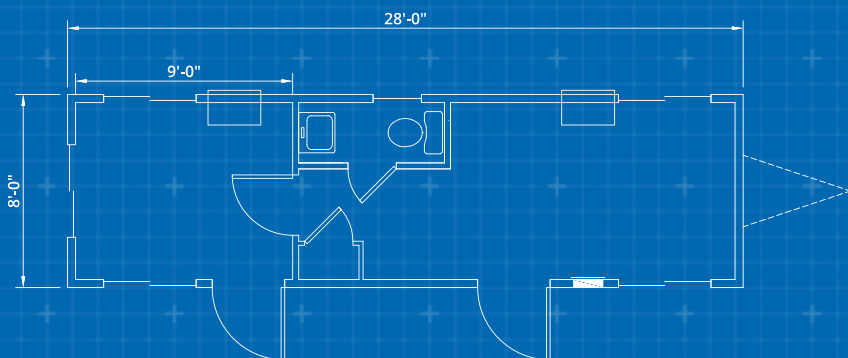
Other

Private office(s)

32' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

32' Long (including hitch)
28' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

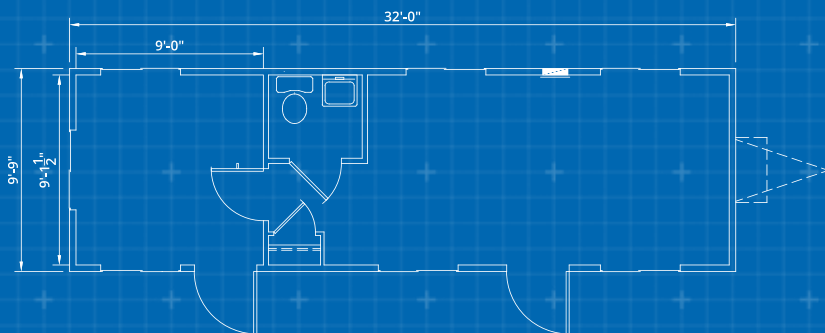
Other

Private office(s)
Optional restroom

36' x 10' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

36' Long (including hitch)
32' Box size
10' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or central HVAC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

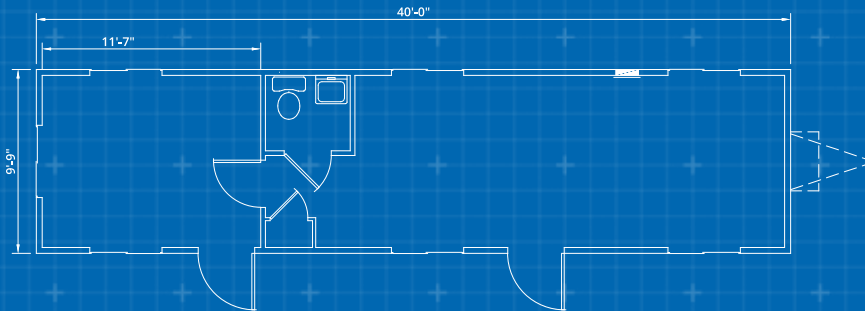
Other

Private office(s)
Optional restroom

44' x 10' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 44' Long (including hitch)
- 40' Box size
- 10' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Electric baseboard heat and thru-wall AC unit or central HVAC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

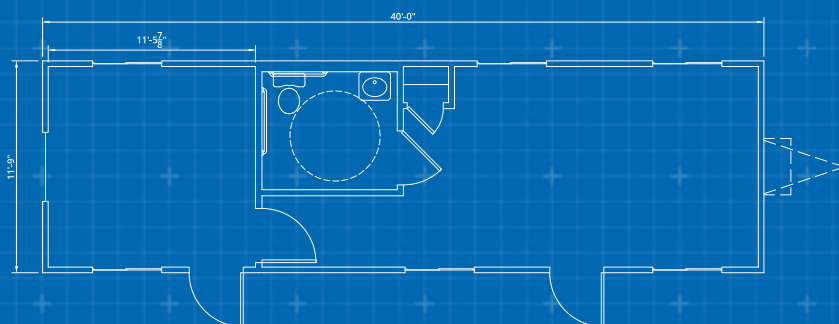
Other

- Private office(s)
- Optional restroom

44' x 12' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 44' Long (including hitch)
- 40' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

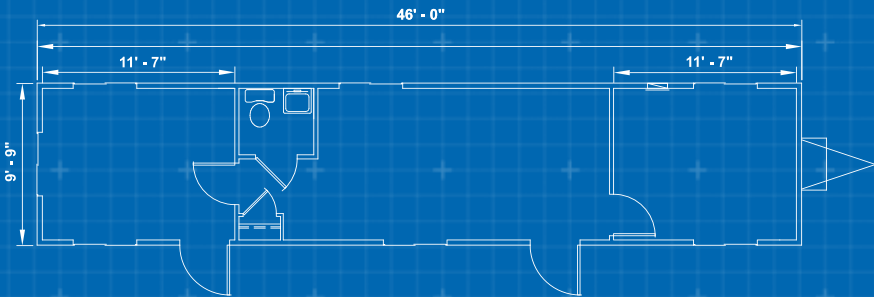
Other

- Private office(s)
- Optional restroom

50' x 10' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

50' Long (including hitch)
46' Box size
10' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC or thru-wall AC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

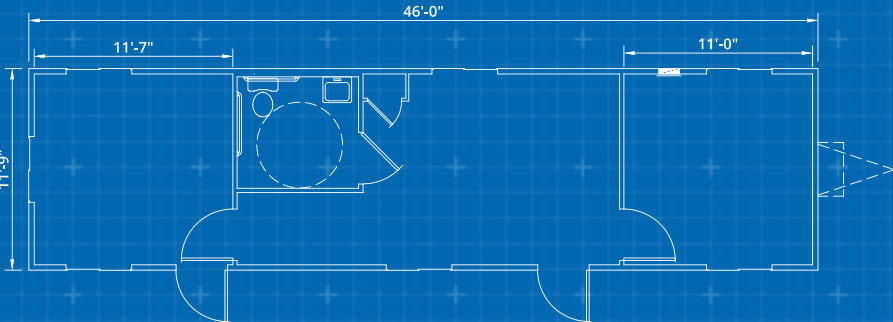
Other

Private office(s)
Optional restroom

50' x 12' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 50' Long (including hitch)
- 46' Box size
- 10' or 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

- Private office(s)
- Optional restroom

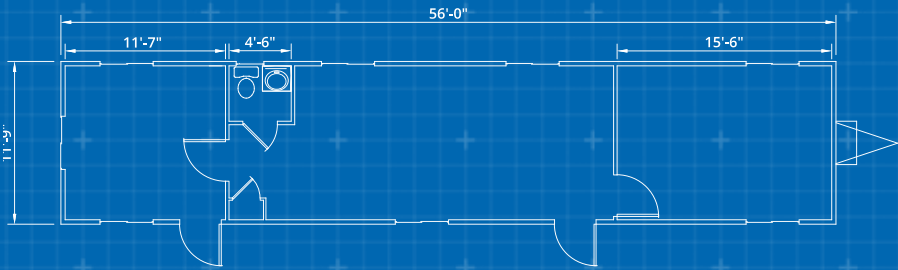
** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

60' x 12' OFFICE TRAILER



+

In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 60' Long (including hitch)
- 56' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

- Private office(s)
- Optional restroom

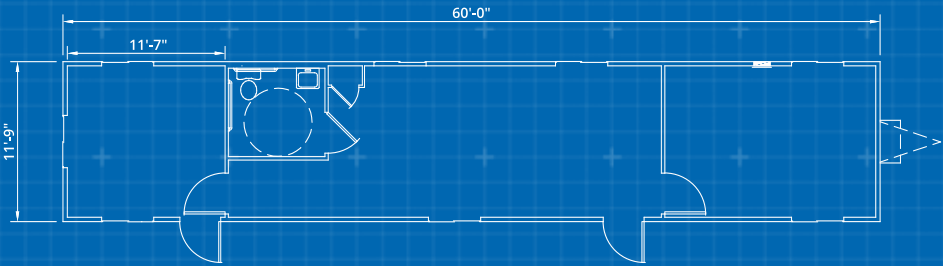
** Photos are representational; actual products vary.
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64' x 12' OFFICE TRAILER



+ —

In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 64' Long (including hitch)
- 60' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

- Private office(s)
- Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

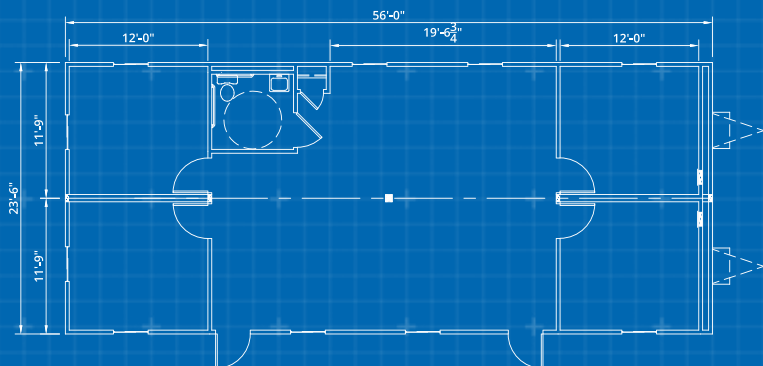


COMPLEXES

60' x 24' SECTION MODULAR



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide
8' Ceiling height
Other double-wide sizes are available

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum Ceiling
Private office(s)

Electric

Fluorescent ceiling lights
Single phase electric and breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

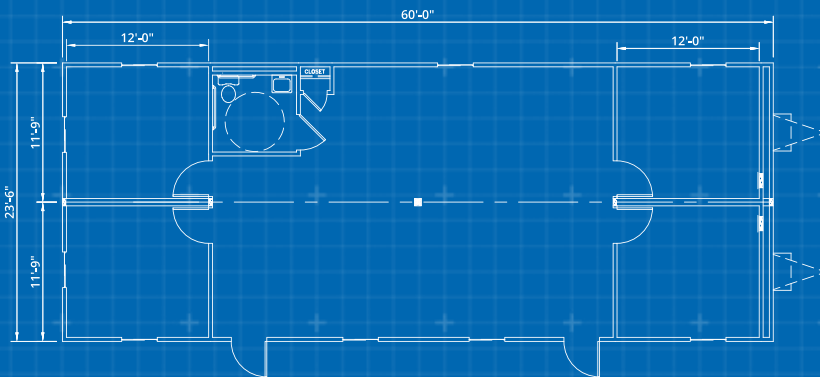
Other

Optional restroom

64' x 24' SECTION MODULAR



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)
60' Box size
24' Wide
8' Ceiling height
Other double-wide sizes are available

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum Ceiling
Private office(s)

Electric

Fluorescent ceiling lights
Single phase electric and breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

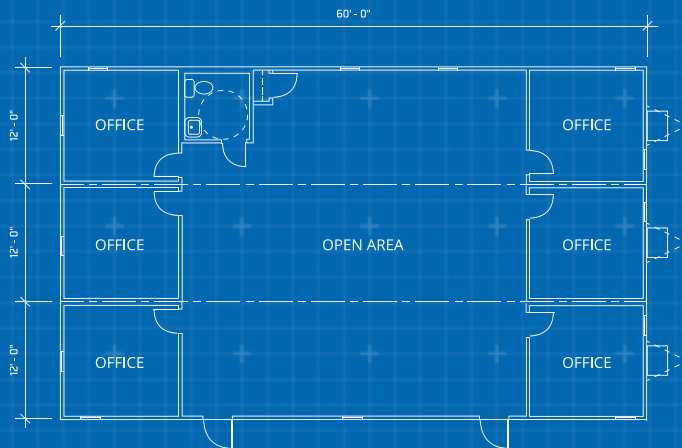
Other

Optional restroom

64' x 36' SECTION MODULAR OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)
60' Box size
36' Wide

Exterior Finish

EPDM rubber roofing
Smart panel wood exterior siding

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Other

(6) 12' x 12' Private Offices
1,296 sq. ft. Common Area
J-boxes & data closet
ADA restrooms (optional)

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Steel exterior doors with deadbolts & 10" x 10" vision window
Low-E double-insulated glass windows
Commercial interior doors with steel jambs

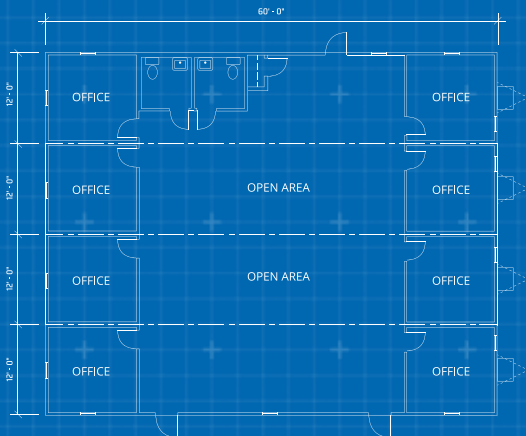
Electric

Fluorescent lighting

64' x 48' SECTION MODULAR OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)
60' Box size
48' Wide

Exterior Finish

EPDM rubber roofing
Smart panel wood exterior siding
Acoustic or finished gypsum ceiling

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Other

(8) 12' x 12' Private Offices
J-boxes & data closet
ADA restrooms (optional)

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Steel exterior doors with deadbolts & 10" x 10" vision window
Low-E double-insulated glass windows
Commercial interior doors with steel jambs

Electric

Fluorescent lighting

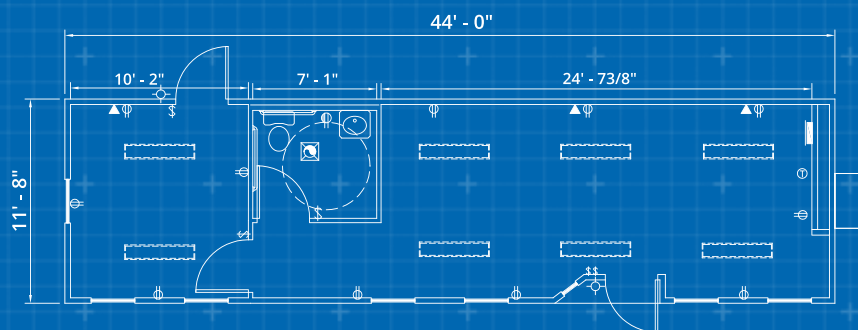


SALES OFFICES

48' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

48' Long (including hitch)
44' Box size
12' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Vinyl covered gypsum walls
Commercial carpeting throughout
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Single phase electric and breaker panel

Heating/Cooling

Central HVAC and duct heating

Windows/Doors

Large glass windows
French door

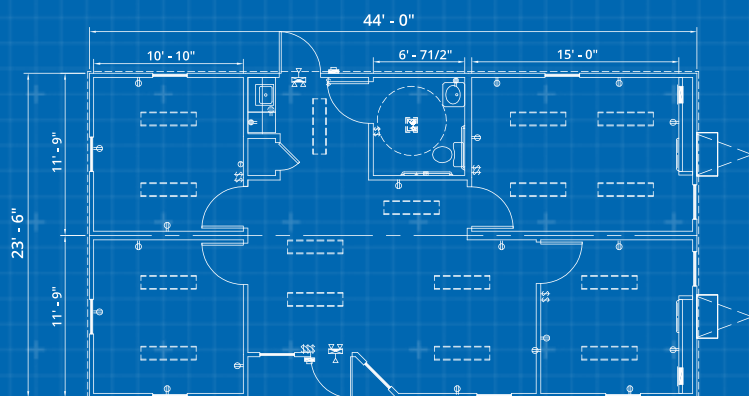
Other

Large display/reception area
Private office(s)
Handicapped accessible restroom
Coffee bar

48' x 24' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 48' Long (including hitch)
- 44' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

- Central HVAC and duct heating

Windows/Doors

- Large glass windows
- French door

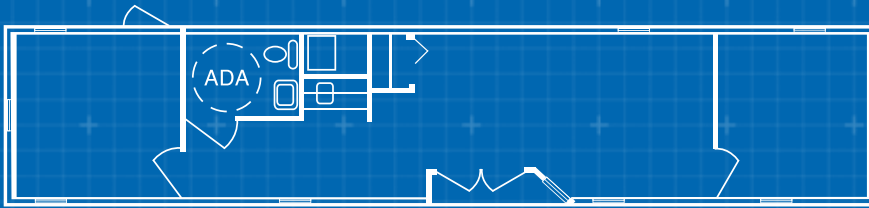
Other

- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar

60' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
12' Wide

Exterior Finish

EPDM rubber roofing
Designer-style siding with matching trim and mansard-style roof
Recessed front porch entry

Interior Finish

Insulated walls, ceiling and floor
Plenum wall for reduced noise
Vinyl-covered gypsum wallboard
Commercial-grade carpeting

Other

Large display/reception area
Private Office(s)
Coffee bar with steel sink, counter, and storage cabinet
Storage cabinet
Storage closet
ADA-compliant restroom

Heating/Cooling

Electric heating and AC with thermostat
Adjustable heat/air diffusers in ceiling
Electric water heater

Windows/Doors

Vertical sliding windows
Single or double lockable front doors
(1) 36" x 80" private entrance exterior door

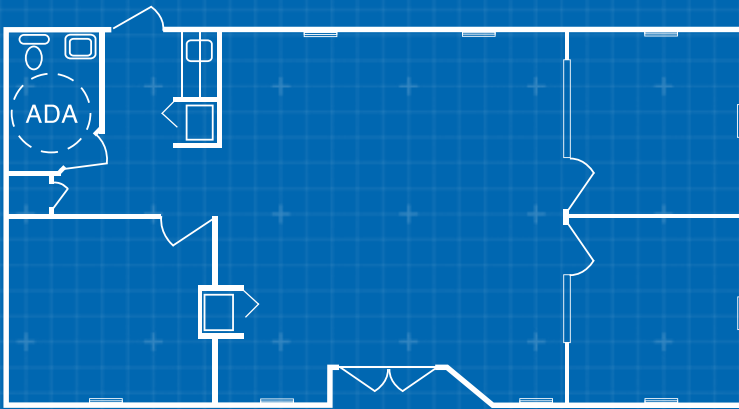
Electric

4' recessed fluorescent lighting

60' x 24' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide

Exterior Finish

EPDM rubber roofing
Designer-style siding with matching trim and mansard-style roof
Recessed front porch entry

Interior Finish

Insulated walls, ceiling and floor
Plenum wall for reduced noise
Vinyl-covered gypsum wallboard
Commercial-grade carpeting

Other

Large display/reception area
Private Office(s)
Coffee bar with steel sink, counter, and storage cabinet
Storage cabinet
Storage closet
ADA-compliant restroom

Heating/Cooling

Electric heating and AC with thermostat
Adjustable heat/air diffusers in ceiling
Electric water heater

Windows/Doors

Vertical sliding windows
Single or double lockable front doors
(1) 36" x 80" private entrance exterior door

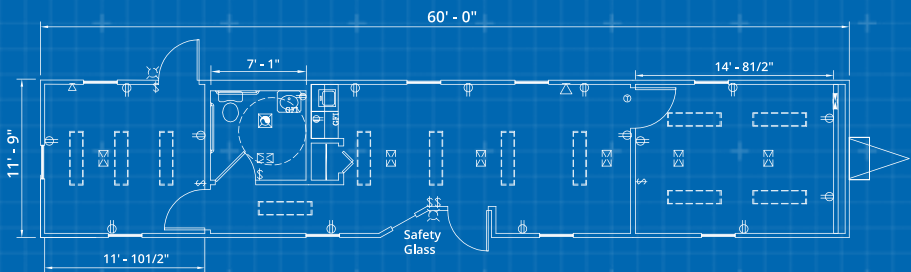
Electric

4' recessed fluorescent lighting

64' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 64' Long (including hitch)
- 60' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

- Central HVAC and duct heating

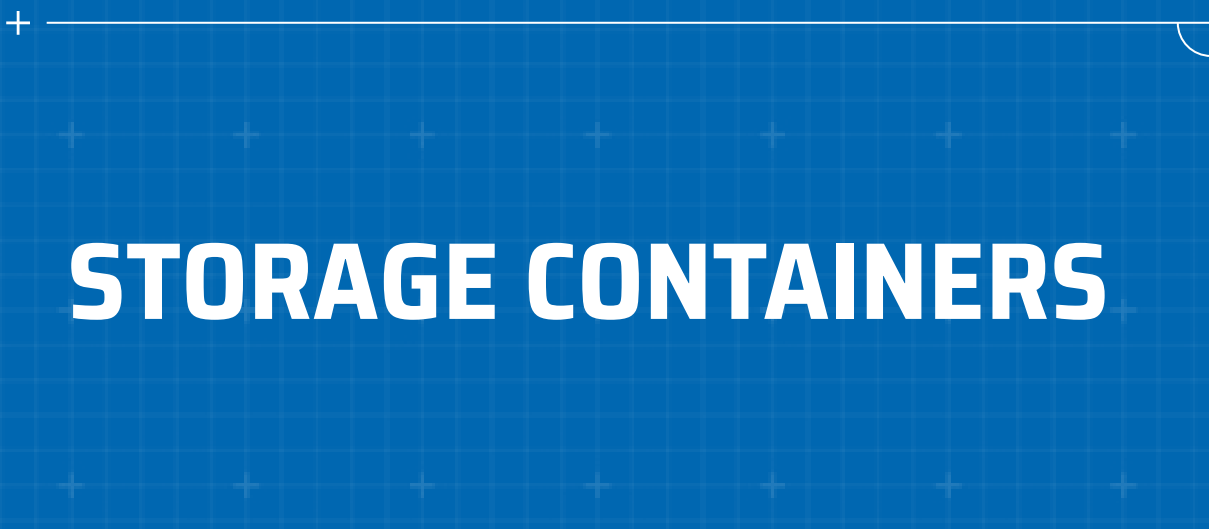
Windows/Doors

- Large glass windows
- French door

Other

- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar

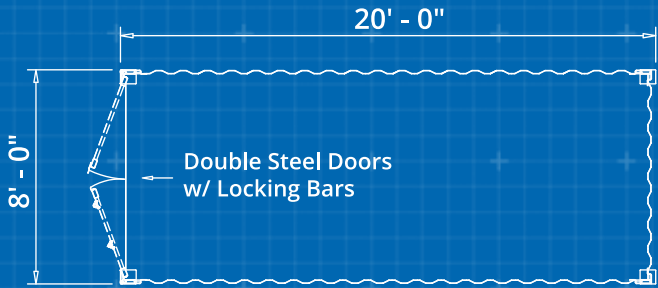
** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



STORAGE CONTAINERS



In addition to your storage solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Shelf brackets
- Pipe racks
- Secure locking systems

Dimensions

20' Long
8' Wide

Features

High security steel
Ground level entry

Doors

Double steel doors with locking bar at one or both ends

Other

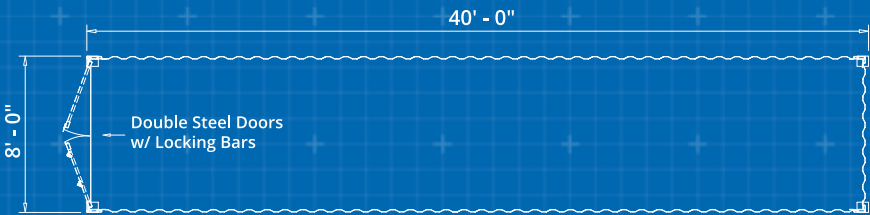
Immediate availability with local service
Short or long term on-site storage

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

40' x 8' STORAGE CONTAINER



In addition to your storage solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Shelf brackets
- Pipe racks
- Secure locking systems

Dimensions

40' Long
8' Wide

Features

High security steel
Ground level entry

Doors

Double steel doors with locking bar at one or both ends

Other

Immediate availability with local service
Short or long term on-site storage

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



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THE ESSENTIALS



THE ESSENTIALS

OFFICE PACKAGES

Whether you need a big open-concept workspace or something more private, we can help you create the ideal work environment. Our package levels are designed to fit any need or budget.



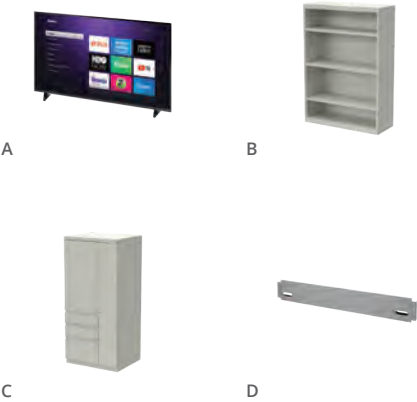
PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Standard Desk	1x	1x	
Manager's Chair	1x		
Small White Board	1x	1x	1x
Floor Chair Mat	1x	1x	1x
Small Office Trash Can	1x	1x	1x
Over Door Coat Hook	1x	1x	1x
Luxhide Executive Chair		1x	1x
Stackable Side Chair		2x	2x
3 Drawer Pedestal File Cabinet		1x	2x
Office Supply Starter Kit		1x	1x
Premium "L" Desk			1x

Premium Office



RECOMMENDED ADD-ONS



- A | 50" Flat Screen
- B | 4 High Bookcase
- C | Wardrobe / Cupboard Tower
- D | Modesty Panels*

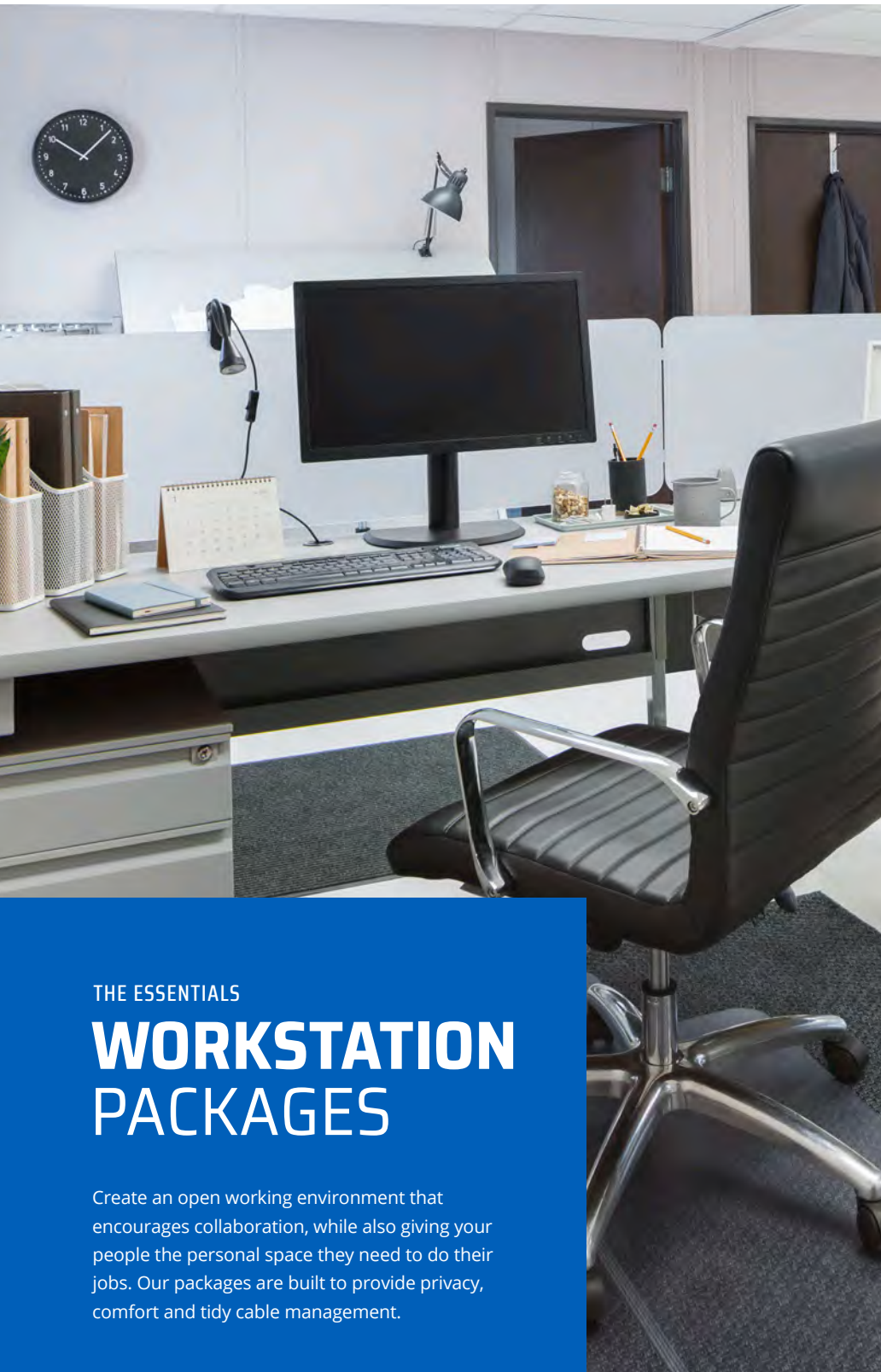


Professional Office



Basic Office

*Modesty panels provide privacy below the desk. WILLSCOT.COM/THE-ESSENTIALS | 800.782.1500



THE ESSENTIALS

WORKSTATION PACKAGES

Create an open working environment that encourages collaboration, while also giving your people the personal space they need to do their jobs. Our packages are built to provide privacy, comfort and tidy cable management.

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Standard Desk / Table	1x	
Manager's Chair	1x	1x
Floor Chair Mat	1x	1x
3 Drawer Pedestal File Cabinet	1x	1x
Small Office Trash Can	1x	1x
Surge Protector	1x	1x
Privacy Shields Around Desk	1x	1x
Modesty Panels Around Desk	1x	1x
Office Supply Starter Kit		1x
Premium "L" Desk		1x

Professional Workstation with additional 3 Drawer Pedestal File Cabinet



Basic Workstations

RECOMMENDED ADD-ONS



- A | 50" Flat Screen
- B | Small White Board
- C | 3 Drawer Pedestal File Cabinet
- D | 4 High Bookcase



THE ESSENTIALS

CONFERENCE PACKAGES

WillScot makes it easy for you to create a larger meeting room where your teams can convene and collaborate. Our packages come with everything you need to be productive, from a kitchen space to scalable table options for any sized group.



PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Folding Table	2x		
Folding Chair	4x		
Mini Refrigerator	1x		
Coffee Pot	1x	1x	1x
Microwave	1x	1x	1x
Large White Board	1x	1x	1x
Large Trash Can	1x	1x	1x
Convenience Starter Kit	1x	1x	1x
Standard Desk / Table		2x	
Conference Table			2x
Café Table		1x	1x
Manager's Chair		8x	12x
Full Size Refrigerator		1x	1x
Keurig			1x

Premium Conference Room



RECOMMENDED ADD-ONS



A



B



C



D

A | 50" Flat Screen

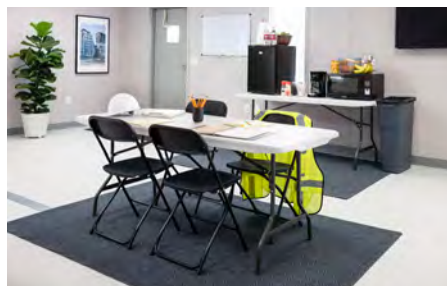
B | 4 Drawer Lateral File Cabinet

C | Extra Folding Chairs

D | Extra Manager's Chairs



Professional Conference Room



Basic Conference Room



THE ESSENTIALS

LUNCH ROOM PACKAGES

A well-appointed lunch area finishes out your workspace and promotes morale and teamwork like no other feature. Our packages provide tables and seating, as well as refrigerator, microwave, and coffee station so your people can refuel, refresh and refocus before going back to work.



PACKAGE LEVELS

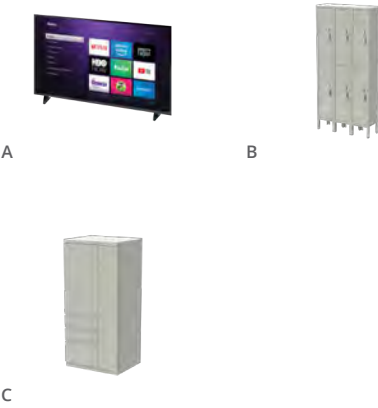
	BASIC	PROFESSIONAL
Folding Table	2x	4x
Folding Chair	10x	20x
Large Trash Can	1x	2x
Folding Cafe Table		1x
Large White Board		1x
Full Size Refrigerator		1x
Coffee Pot		1x
Microwave		2x
Convenience Starter Kit		2x

Professional Lunch Room



Basic Lunch Room

RECOMMENDED ADD-ONS



- A | 50" Flat Screen
- B | Vented Lockers
- C | Wardrobe / Cupboard Tower



THE ESSENTIALS

CAFÉ PACKAGES

Part of building worksite productivity is making it easy for your people to take a quick break. Our packages allow you to provide a well outfitted space to grab a coffee, keep snacks cool, and warm up lunch.



TM



WILLSCOT.COM/THE-ESSENTIALS | 800.782.1500

package levels

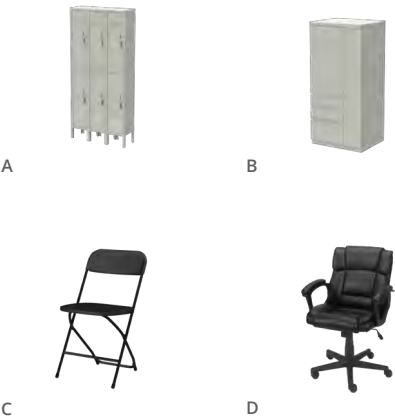
	BASIC	PROFESSIONAL
Folding Table	1x	
Mini Refrigerator	1x	
Coffee Pot	1x	1x
Microwave	1x	1x
Convenience Starter Kit	1x	1x
Large Trash Can	1x	1x
Café Table		1x
Full Size Refrigerator		1x
Keurig		1x

Professional Café



Basic Café

RECOMMENDED ADD-ONS



- A | Vented Lockers
- B | Wardrobe / Cupboard Tower
- C | Folding Chairs
- D | Manager's Chairs



THE ESSENTIALS

PLANNING PACKAGE

Handling and adjusting large blueprints and other project planning documents can be a challenge at the jobsite. Our package gives you the furnishings and storage space you need to be organized and productive.

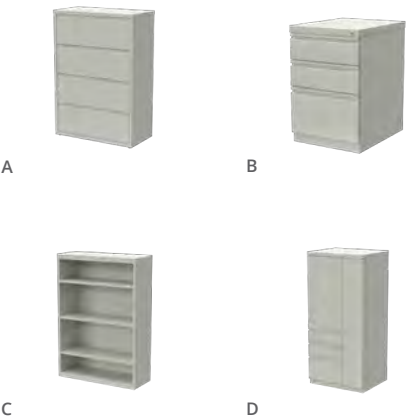


PACKAGE

	PLANNING
Drafting Table	1x
Rolling Blueprint Rack	1x
Drafting Stool	1x



RECOMMENDED ADD-ONS



- A | 4 Drawer Lateral Fil Cabinet
- B | 3 Drawer Pedestal File Cabinet
- C | 4 High Bookcase
- D | Wardrobe / Cupboard Tower



Adjustable drafting stool swivels 360°.



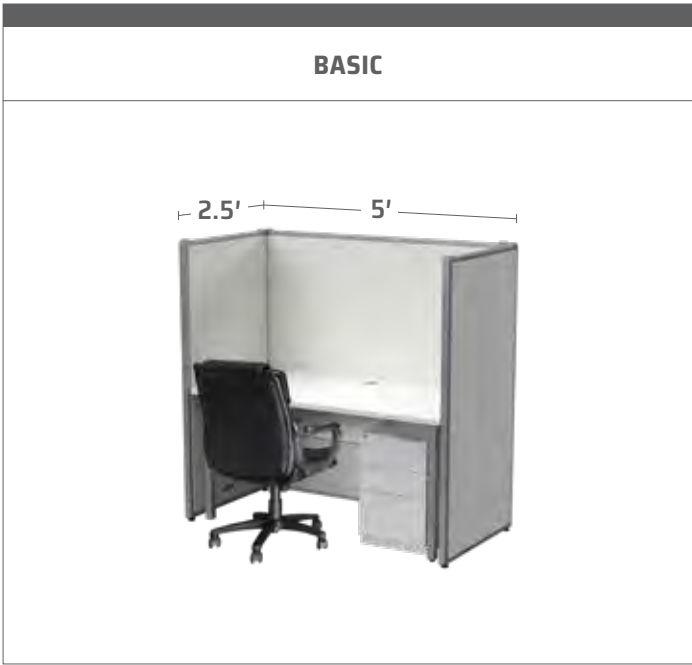
THE ESSENTIALS **CUBICLE PACKAGES**

Provide workspace privacy in any configuration with our flexible and scalable Cubicle Packages.

WILLSCOT
TM

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Desk	1x	
Manager's chair	1x	1x
Pedestal File Cabinet	1x	2x
Small Office Trash Can	1x	1x
Floor Mat	1x	1x
Cubicle Panels	3x	5x
"L" Desk		1x
5 ft. Open Shelf		1x



A versatile solution that completes any space

- Clean, modern aesthetic
- Sound dampening panels with tackable walls
- Power and data options available
- Fast, tool-free assembly





THE ESSENTIALS

ENTRANCE PACKAGES

When your mobile office arrives, make sure your people can get into it right away. Our OSHA-compliant packages provide safe, solid, high-grip walking surfaces that you can depend on in any weather, including adjustable steps and treaded platform.



PACKAGE LEVELS

	BASIC	PROFESSIONAL
Stair System	1x	1x
Platform	1x	1x
Boot Scraper	1x	1x
Entrance Mat	1x	1x
Canopy System		1x

Professional Entrance



We have a full range of ADA/IBC compliant step and ramp solutions to meet the needs of your site.



Basic Entrance

Everything we offer is OSHA compliant and set up completely onsite by WillScot.



An entrance mat and boot scraper ensures the offices stays clean.

THE ESSENTIALS

DATA PACKAGE: COMPLEXES

Save time, money and a whole lot of hassle.
Get your space prewired. Get your people
working on day one.



A SCALABLE SOLUTION FOR WHATEVER YOUR PROJECT SIZE

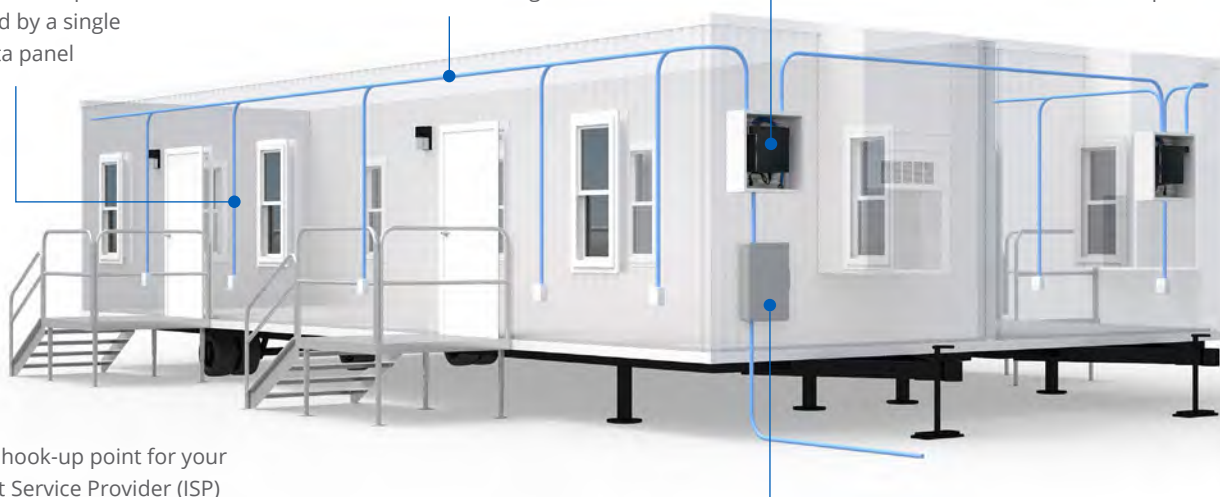
- + One call and the units arrive wired, tested and ready for service.
- + Get online faster with a single internet hook-up for the entire complex.
- + Add or customize ports / drops based on your workspace needs.
- + Costly damage is avoided and maintenance is covered.

PREWIRED COMPLEXES ARRIVE READY FOR BUSINESS

Each unit comes
with 6 ethernet ports
powered by a single
data panel

Lines are run through
the floor or ceiling

Multiple data panels are connected
in minutes upon delivery



A single hook-up point for your
Internet Service Provider (ISP)
delivers internet and phone to
the entire unit

Floor plans are representational. Data drop locations and quantity may vary depending on unit type and availability.



TM

**WILLSCOT****OMNIA**
P A R T N E R S

WillScot and Region 4/Omnia have had a mutually beneficial relationship for years.

Our commitment to Region 4/Omnia Partners and its members is evident in the countless projects that have delivered safe and effective environments that promote learning.

Thanks to some recent acquisitions, our company is even stronger and our capabilities broader. Our scope and scale enable us to provide the industry's highest level of service and know-how to our customers when they need it. It also provides increased purchasing power which we pass along to our customers. These are just a few of the benefits to partnering with WillScot.

Our track record of success will continue well into the future.



NATIONAL COOPERATIVE CONTRACT

OMNIA
PARTNERS



Complexes



Classrooms



Offices



Storage Solutions

We are proud to be the exclusive provider of modular buildings, portable storage and relocatable walkways to participants of OMNIA Partners, Public Sector in all 48 contiguous states.



The contract provides modular products and services to public agencies, educational institutions and non profit organizations nationwide

The Cooperative Partnership

The OMNIA Partners contract provides the ability to leverage the combined purchasing power of over 55,000 government agencies resulting in savings on every WillScot order. Leverage the buying power of WillScot and Omnia Partners today! Save time. Reduce costs. Minimize hassles.

Products and Services include:

- Classrooms
- Libraries
- Administrative offices
- Daycare centers
- Stairs, steps and ramps
- Storage containers
- Fully furnished solutions

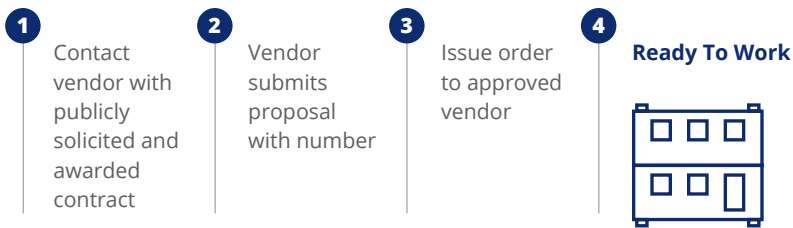
Providing value to our customers is of utmost importance to us. How do we achieve that?

- Being a trusted one source supplier for all of your modular solution needs saves you time and money
- Working with an experienced sales, service and administrative team guarantees you get top notch advice, work and the modular solution best suited to your needs
- Serving the education sector and public agencies for well over 50 years means we understand your needs completely and know how to get the job done right

NATIONAL COOPERATIVE CONTRACT

Our exclusive cooperative partnership streamlines the solicitation process getting your employees to work faster.

Cooperative Process



Standard Process



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OMNIA
P A R T N E R S

For more information or to request a visit from a WillScot sales representative call 800-782-1500. If you would like to learn more about OMNIA Partners, Public Sector and how to participate, visit their website at:

omniapartners.com/publicsector or call 866-875-3299.



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WHO WE ARE

The Value We Provide

NOBODY KNOW THE INDUSTRY, COVERS THE COUNTRY OR ANTICIPATES CUSTOMERS' NEEDS LIKE WILLSCOT.



60
years of experience



40,000
customers working
in our units



450
industries served



120+
locations in
North America



2,000
local experts



85 million
square feet of
temporary space.

20 million sq ft immediately available.

NORTH AMERICA'S LEADING MODULAR BUILDING PROVIDER

With 120 locations across North America, WillScot has more experts, assets and solutions to deliver any project, anywhere, anytime.



FOR MORE THAN 50 YEARS, WE HAVE PROVIDED SOLUTIONS TO THE EDUCATION MARKET THAT FOSTER AN ENVIRONMENT FOR LEARNING.

The following provides a deeper look into WillScot.



WILLSCOT OFFERS A WIDE SELECTION OF TEMPORARY SPACE READILY AVAILABLE TO MEET A VARIETY OF NEEDS.



OFFICE TRAILERS



OFFICE TRAILERS



OFFICE TRAILERS



MODULAR COMPLEXES



FLEX®



CLASSROOMS & TRAINING FACILITIES



STORAGE EQUIPMENT



FURNITURE



APPLIANCES



STEPS & RAMPS



DATA



INSURANCE & WAIVERS



WILLSCOT PRODUCTS

Everything about our company and culture is geared toward providing this value. As the industry leader, we have the largest fleet of quality portable units, a near limitless array of add-on options, a coast-to-coast network of locations and a team of temporary workspace experts. All of these assets are available and ready to serve your needs whenever you need them



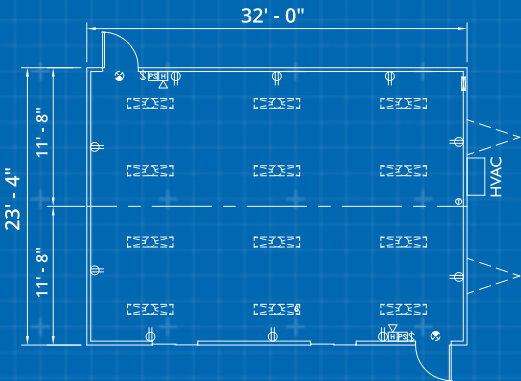
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CLASSROOMS

36' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 36' Long (including hitch)
- 32' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

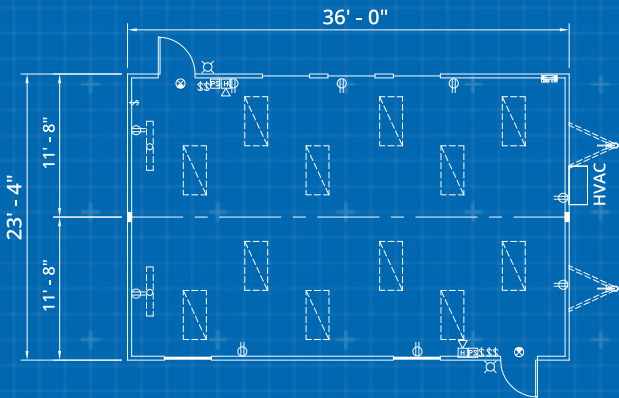
- Chalk boards, dry-erase boards and tack boards available
- Wide open shells available
- Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

40' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 40' Long (including hitch)
- 36' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

- Chalk boards, dry-erase boards and tack boards available
- Wide open shells available
- Optional restroom

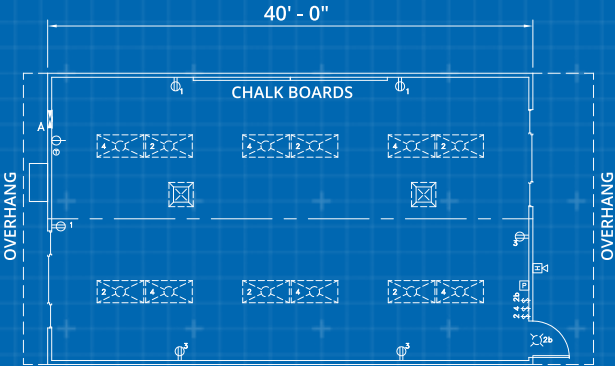
** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

44' x 24' DSA CLASSROOM



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In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 44' Long (including hitch)
- 40' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Wood siding
- I-Beam frame
- 5' overhang at front
- 2' Overhang at rear

Interior Finish

- Paneled walls
- Carpet or vinyl floors
- T-Grid ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

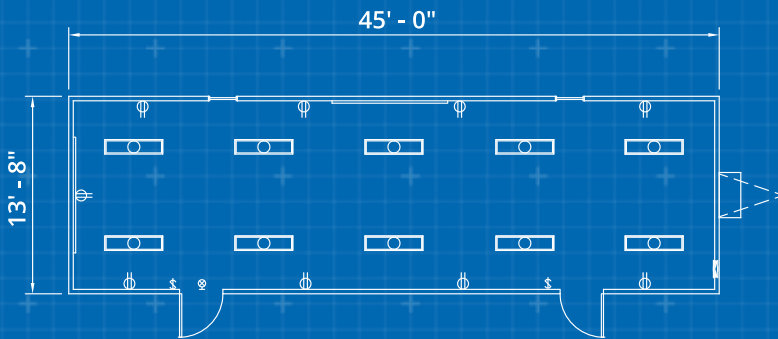
- Chalk boards, dry-erase boards and tack boards available

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

49' x 14' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 49' Long (including hitch)
- 45' Box size
- 14' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

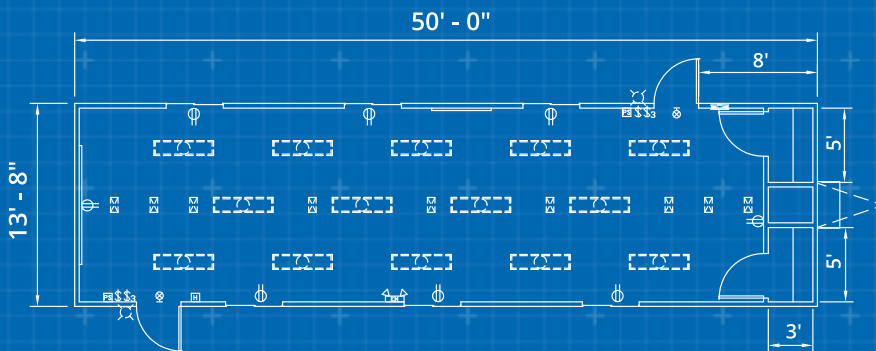
Other

- Chalk boards, dry-erase boards and tack boards available
- Wide open shells available

54' x 14' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

54' Long (including hitch)
50' Box size
14' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Vinyl covered gypsum walls
Carpet or vinyl floors
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
Vision panel doors with standard locks

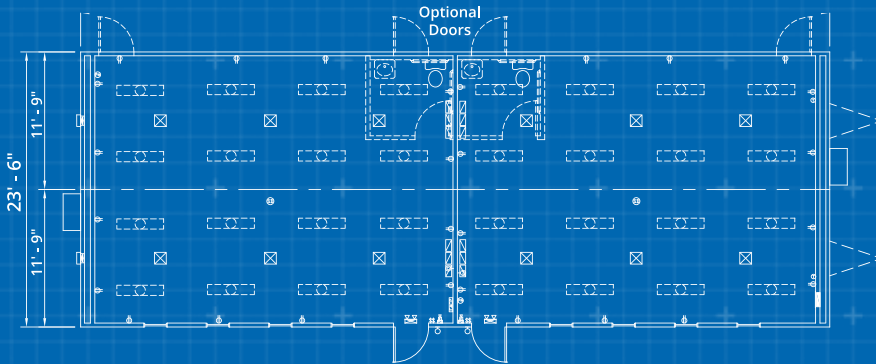
Other

Chalk boards, dry-erase boards and tack boards available
Optional restroom
Wide open shells available

60' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Vinyl covered gypsum walls
Carpet or vinyl floors
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
Vision panel doors with standard locks

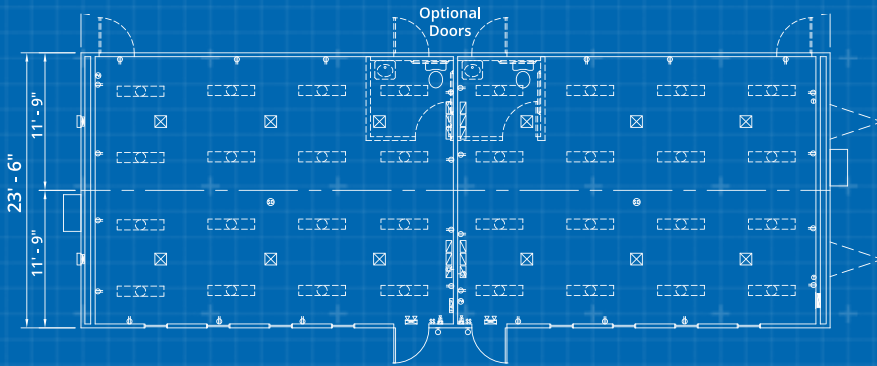
Other

Chalk boards, dry-erase boards and tack boards available
Optional restroom
Wide open shells available

68' x 24' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

68' Long (including hitch)
64' Box size
24' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Vinyl covered gypsum walls
Carpet or vinyl floors
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
Vision panel doors with standard locks

Other

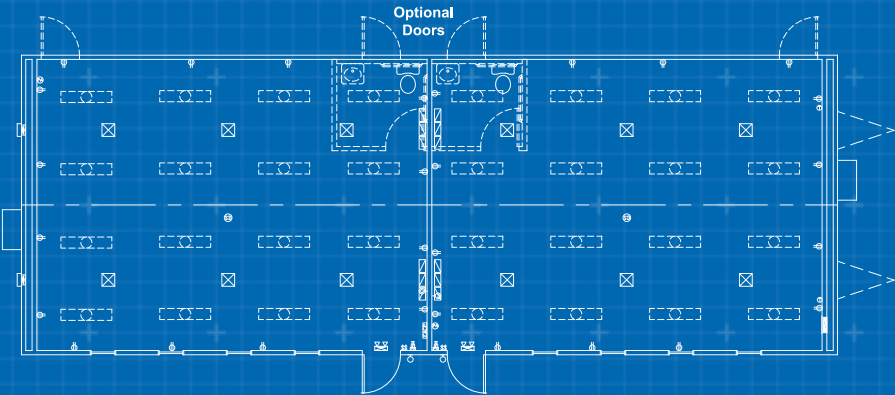
Chalk boards, dry-erase boards and tack boards available
Optional restroom
Wide open shells available



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In addition to your classroom solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

68' Long (including hitch)
28' Wide

Exterior Finish

EPDM Rubber Roof
Smart panel wood exterior siding

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Electric

Fluorescent lighting

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Low-E double-insulated glass windows
Steel exterior doors with deadbolts & 10" x 10" vision window
Commercial interior doors with steel jambs

Other

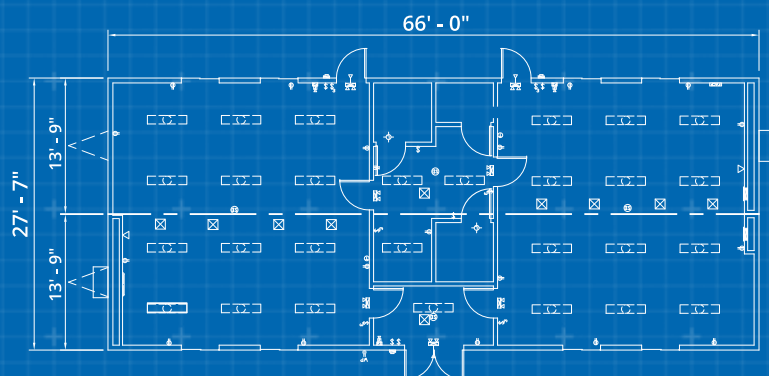
J-boxes & data closet
ADA restrooms (optional)

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

70' x 28' CLASSROOM



In addition to your instructional solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe learning environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Loss Protection

Dimensions

- 70' Long (including hitch)
- 68' Box size
- 28' Wide
- 8' Ceiling height

Exterior Finish

- Duratemp
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Carpet or vinyl floors
- Gypsum ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC

Windows/Doors

- Horizontal slider windows
- Vision panel doors with standard locks

Other

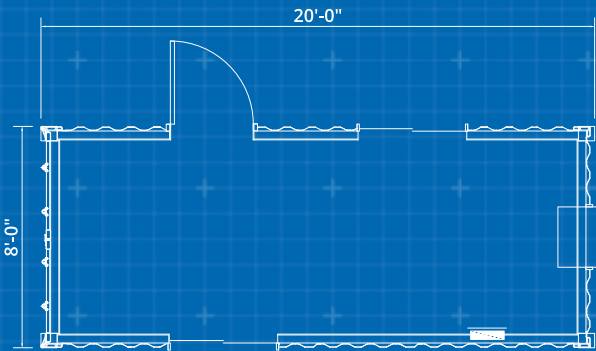
- Chalk boards, dry-erase boards and tack boards available



GROUND LEVEL OFFICES



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

20' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

General

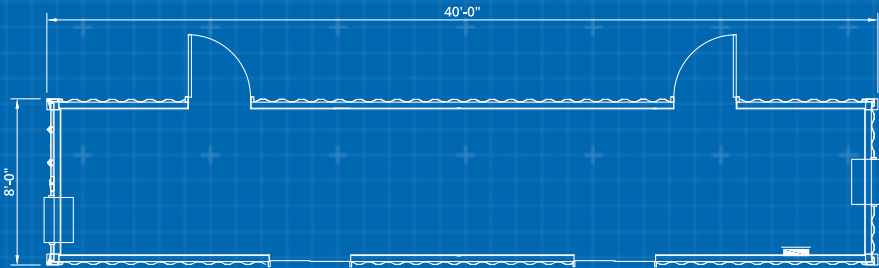
Skid mounted office unit constructed using a one-trip ISO shipping container

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

40' x 8' CONTAINER OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

General

Skid mounted office unit constructed using a one-trip ISO shipping container

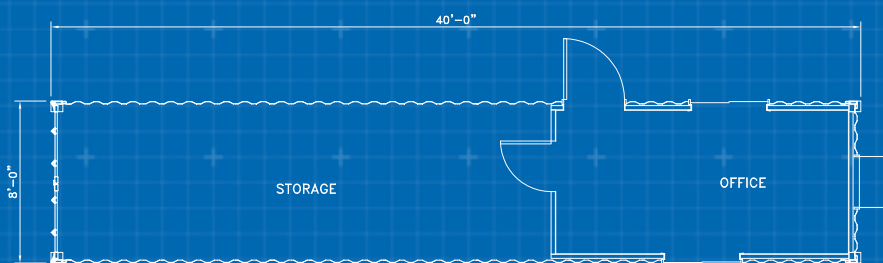
** Photos are representational; actual products vary.
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40' x 8' CONTAINER OFFICE COMBO



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

40' Long
8' Box size

Exterior Finish

Steel ribbed panel, colonial white/green

Interior Finish

15' Office space
25' Storage space
Pre-finished walls
Tile floor with vinyl wall base
8' Pre-finished interior ceiling panel

Electric

Fluorescent ceiling lights
Breaker panel
Duplex receptacles
Phone/data rough-in

Heating/Cooling

Environmentally controlled with heat and AC

Windows/Doors

Roof: R-13
Walls: R-13

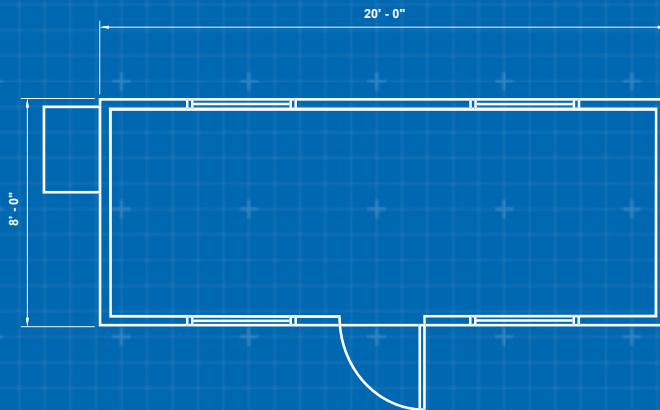
General

Skid mounted office unit constructed using a one-trip ISO shipping container

20' x 8' HQ OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

Furniture & Appliances
Technology
Site Services
Loss Protection

Dimensions

20' Long
8' Box size

Exterior Finish

Steel frame construction
4" insulated walls with steel siding

Interior Finish

Pre-finished walls
Tile floor with vinyl wall base
8' interior ceiling height

Electric

Integrated data ports and outlets
(6) phone jacks and (6) data jacks

Heating/Cooling

7-day programmable thermostat

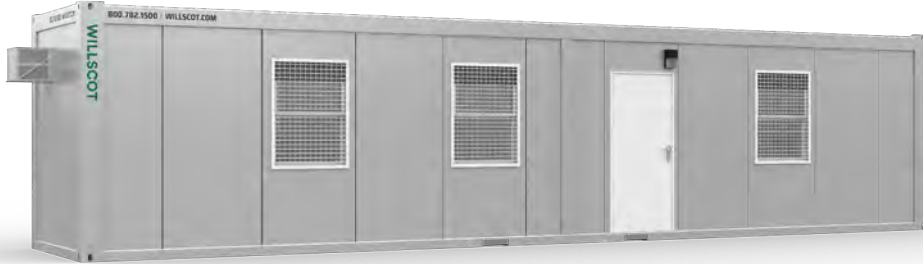
Windows/Doors

Double pane Low-E windows

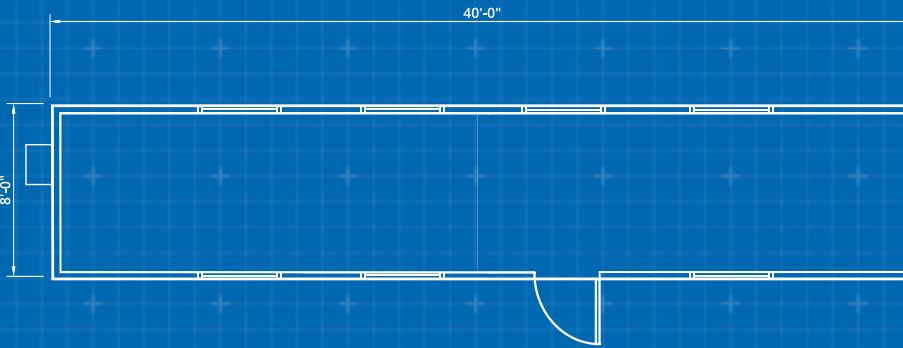
General

Built to withstand 150 mph winds,
60 lb/sq ft snow loads and
8.0 earthquakes
Ground-mount for easy set up

40' x 8' HQ OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 40' Long
- 8' Box size
- Stackable to three stories high, and expandable to any configuration

Exterior Finish

- Steel frame construction
- 4" insulated walls with steel siding

Interior Finish

- Pre-finished walls
- Tile floor with vinyl wall base
- 8' interior ceiling height

Electric

- Integrated data ports and outlets
- (6) phone jacks and (6) data jacks

Heating/Cooling

- 7-day programmable thermostat

Windows/Doors

- Double pane Low-E windows

General

- Built to withstand 150 mph winds,
- 60 lb/sq ft snow loads and
- 8.0 earthquakes
- Ground-mount for easy set up

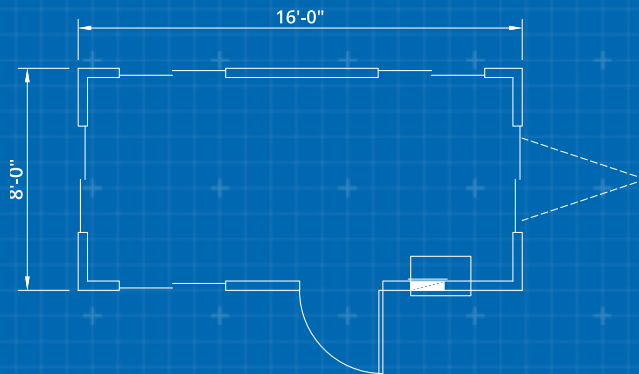


OFFICE TRAILRS

20' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

Steps & Ramps
Furniture & Appliances
Technology
Site Services
Loss Protection

Dimensions

20' Long (including hitch)
16' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

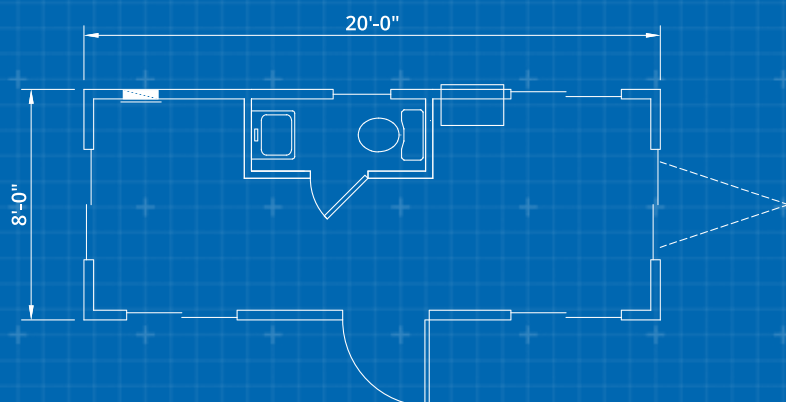
Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

24' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

24' Long (including hitch)
20' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

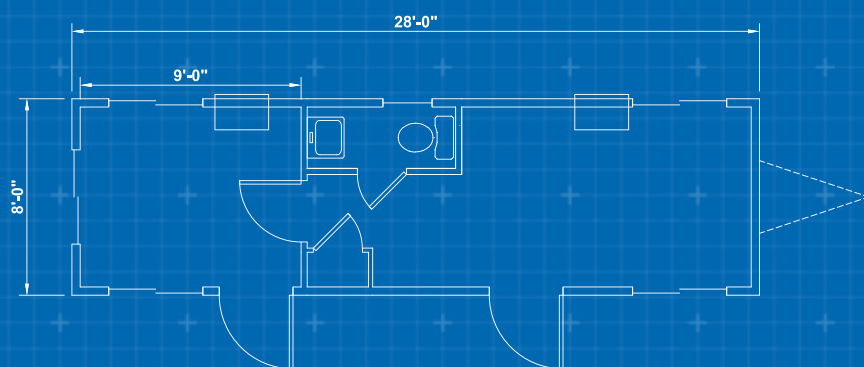
Other

Optional restroom

30' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

30' Long (including hitch)
26' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

- Horizontal slider windows
- Vision panel door with standard lock or steel door with dead bolt lock

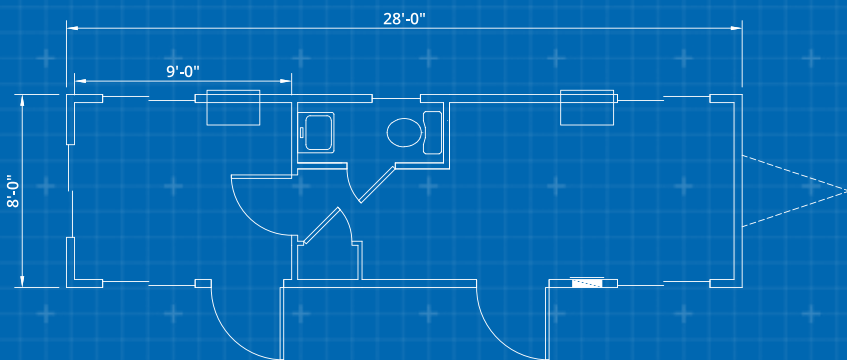
Other

Private office(s)

32' x 8' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

32' Long (including hitch)
28' Box size
8' Wide
7' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or combination heat/AC unit

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

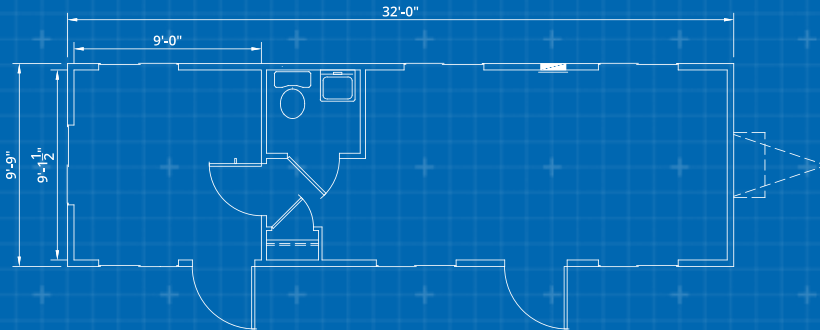
Other

Private office(s)
Optional restroom

36' x 10' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

36' Long (including hitch)
32' Box size
10' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Electric baseboard heat and thru-wall AC unit or central HVAC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

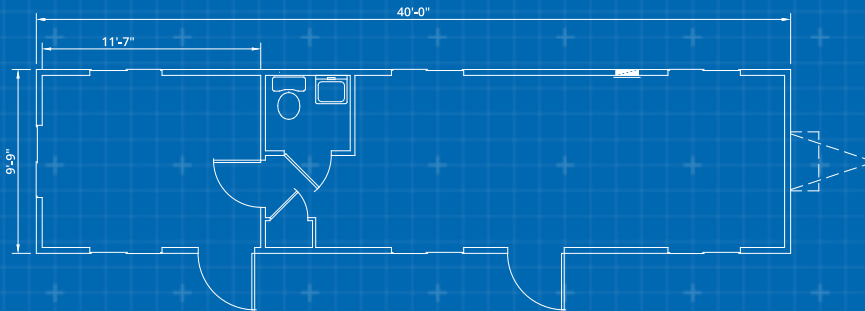
Other

Private office(s)
Optional restroom

44' x 10' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 44' Long (including hitch)
- 40' Box size
- 10' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Electric baseboard heat and thru-wall AC unit or central HVAC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

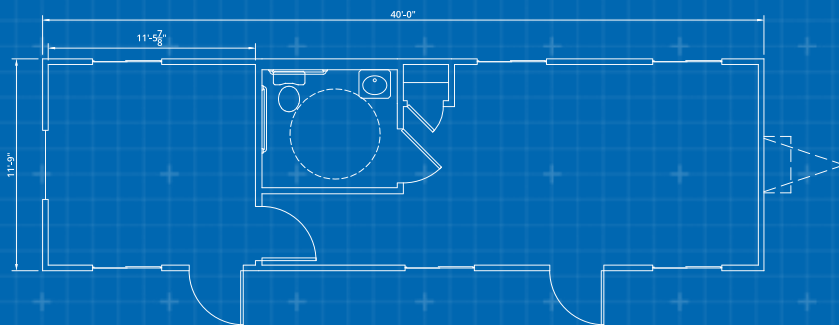
Other

- Private office(s)
- Optional restroom

44' x 12' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

44' Long (including hitch)
40' Box size
12' Wide
8' Ceiling height

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum or T-grid suspended ceiling

Electric

Fluorescent ceiling lights
Breaker panel

Heating/Cooling

Central HVAC or thru-wall AC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

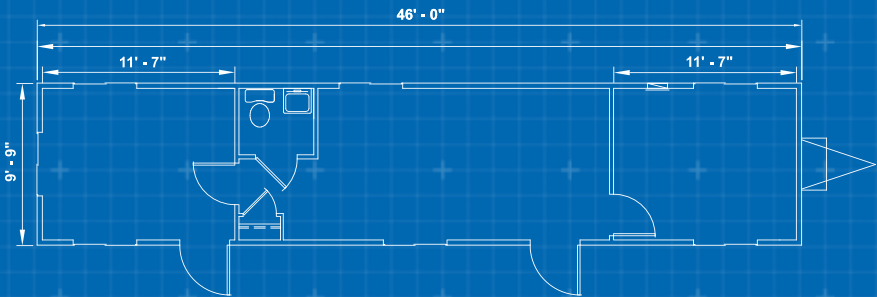
Other

Private office(s)
Optional restroom

50' x 10' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 50' Long (including hitch)
- 46' Box size
- 10' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

- Private office(s)
- Optional restroom

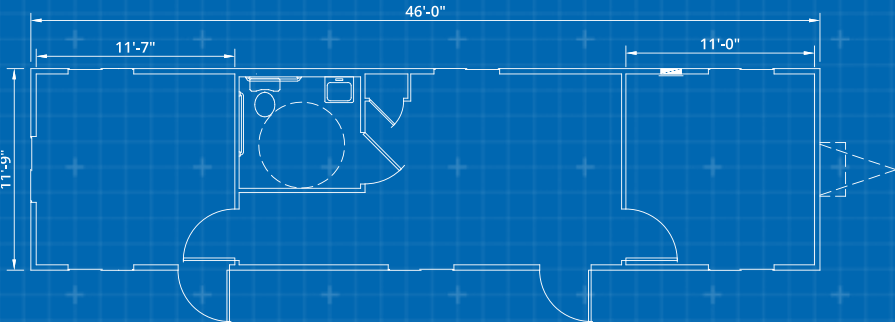
** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



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In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 50' Long (including hitch)
- 46' Box size
- 10' or 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

- Private office(s)
- Optional restroom

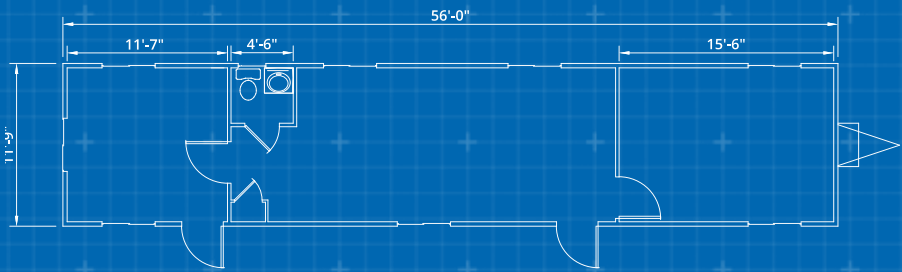
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60' x 12' OFFICE TRAILER



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In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 60' Long (including hitch)
- 56' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

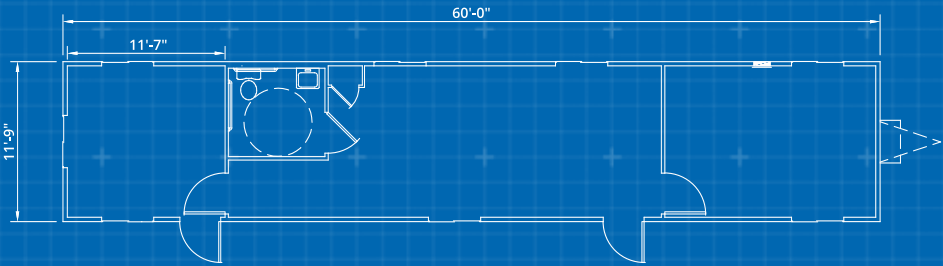
- Private office(s)
- Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

64' x 12' OFFICE TRAILER



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 64' Long (including hitch)
- 60' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Breaker panel

Heating/Cooling

- Central HVAC or thru-wall AC

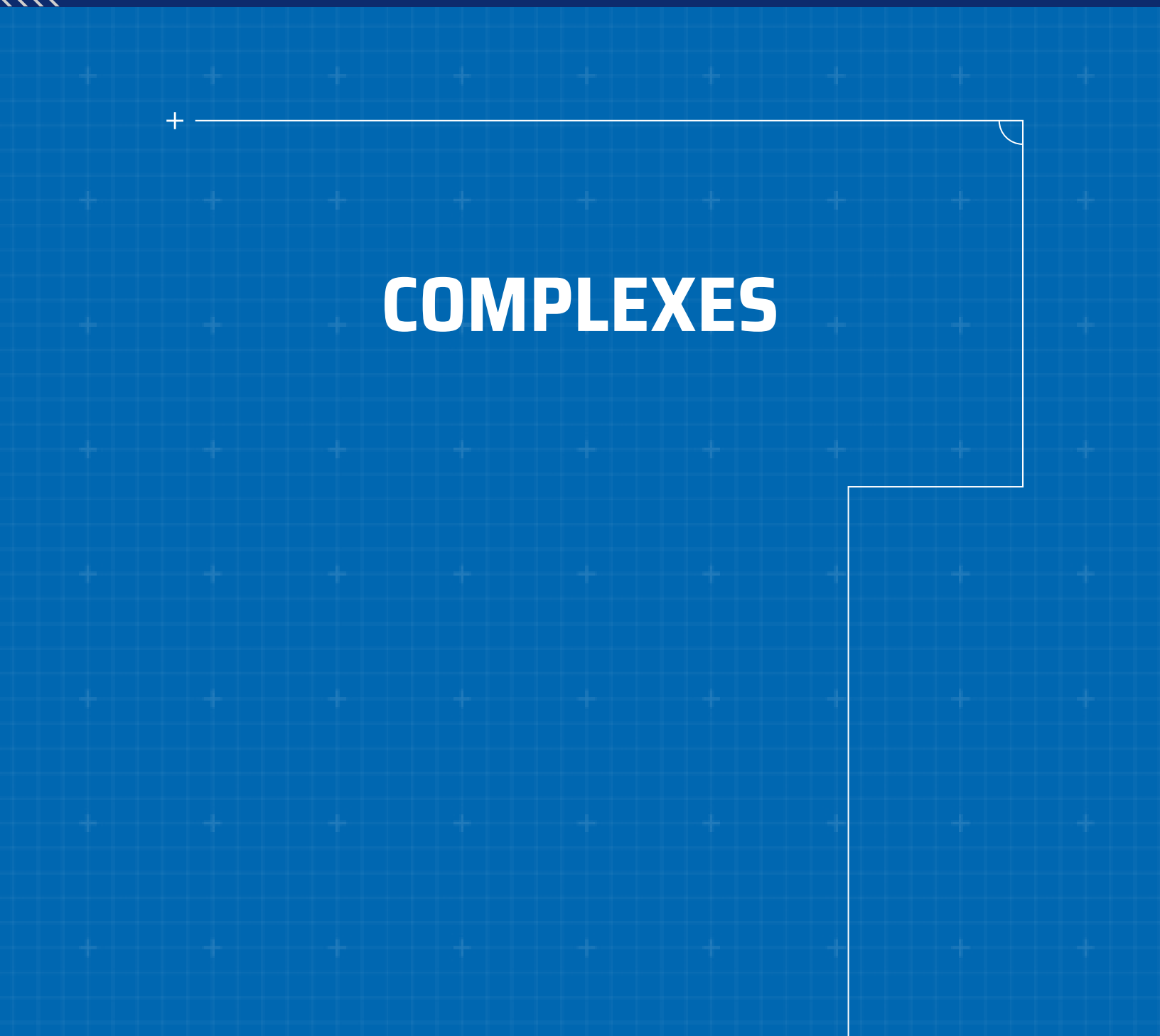
Windows/Doors

- Horizontal slider windows
- (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

- Private office(s)
- Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*



COMPLEXES

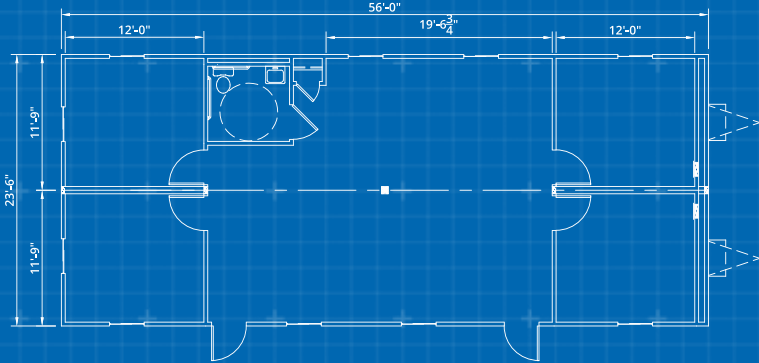


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In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.

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CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide
8' Ceiling height
Other double-wide sizes are available

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum Ceiling
Private office(s)

Electric

Fluorescent ceiling lights
Single phase electric and breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

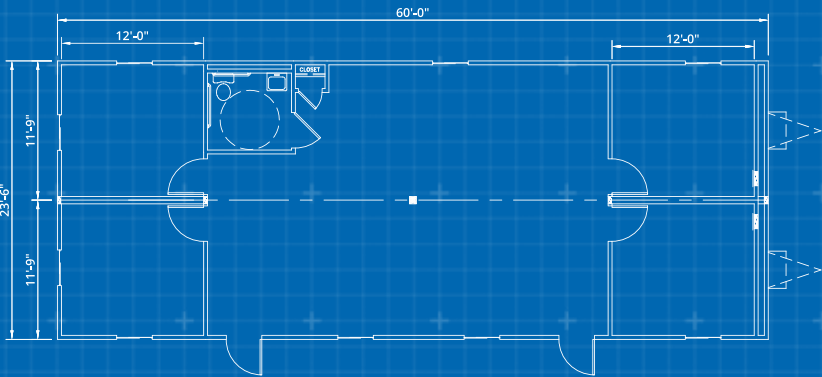
Other

Optional restroom

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In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)
60' Box size
24' Wide
8' Ceiling height
Other double-wide sizes are available

Exterior Finish

Aluminum or wood siding
I-Beam Frame
Standard drip rail gutters

Interior Finish

Paneled walls
Carpet or vinyl tile floor
Gypsum Ceiling
Private office(s)

Electric

Fluorescent ceiling lights
Single phase electric and breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
(2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

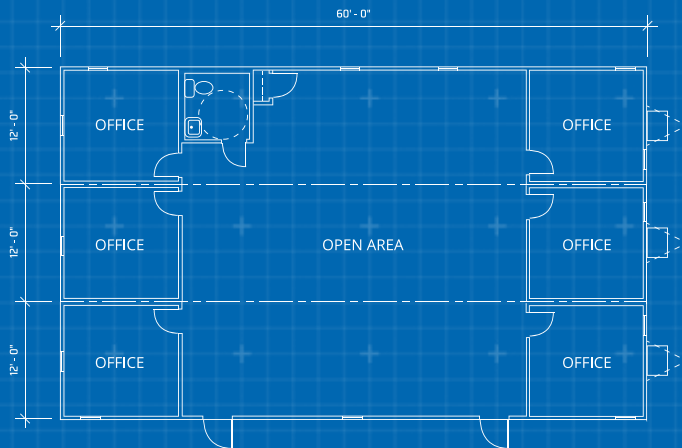
Optional restroom

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

64' x 36' SECTION MODULAR OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)
60' Box size
36' Wide

Exterior Finish

EPDM rubber roofing
Smart panel wood exterior siding

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Other

(6) 12' x 12' Private Offices
1,296 sq. ft. Common Area
J-boxes & data closet
ADA restrooms (optional)

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Steel exterior doors with deadbolts & 10" x 10" vision window
Low-E double-insulated glass windows
Commercial interior doors with steel jambs

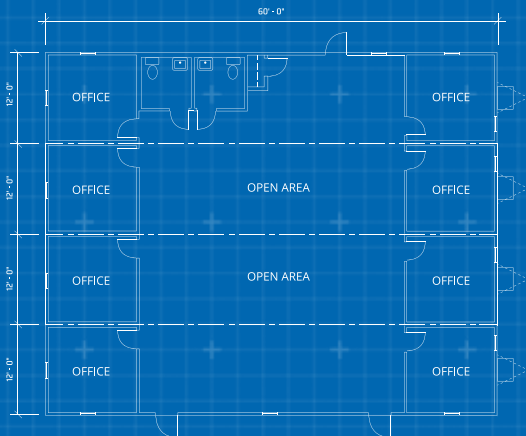
Electric

Fluorescent lighting

64' x 48' SECTION MODULAR OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

64' Long (including hitch)
60' Box size
48' Wide

Exterior Finish

EPDM rubber roofing
Smart panel wood exterior siding
Acoustic or finished gypsum ceiling

Interior Finish

Acoustic or finished gypsum ceiling
Vinyl covered gypsum walls
Commercial grade tile or carpet with base cove molding

Other

(8) 12' x 12' Private Offices
J-boxes & data closet
ADA restrooms (optional)

Heating/Cooling

Central HVAC with programmable thermostats

Windows/Doors

Steel exterior doors with deadbolts & 10" x 10" vision window
Low-E double-insulated glass windows
Commercial interior doors with steel jambs

Electric

Fluorescent lighting

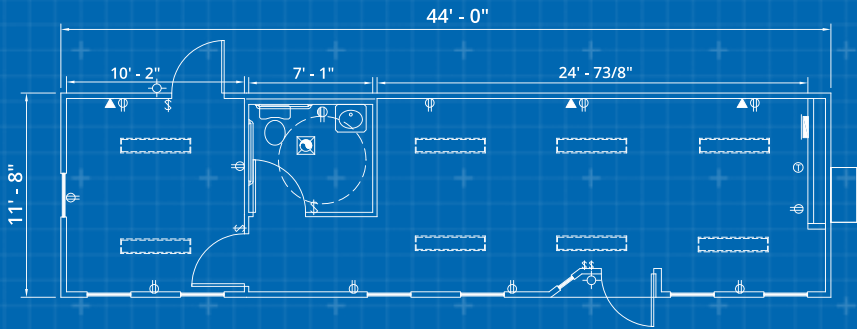


SALES OFFICES

48' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 48' Long (including hitch)
- 44' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

- Central HVAC and duct heating

Windows/Doors

- Large glass windows
- French door

Other

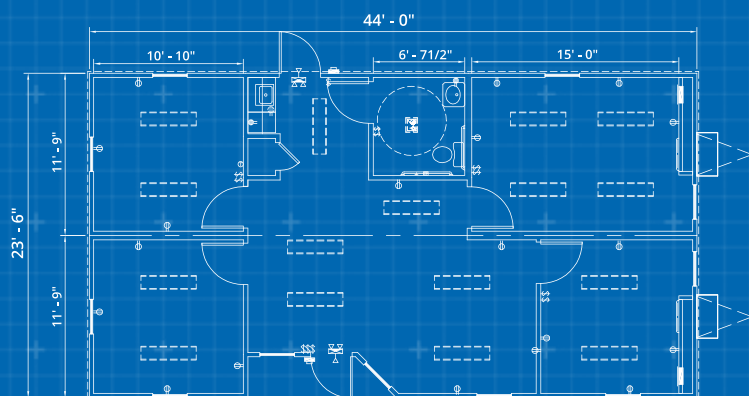
- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

48' x 24' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 48' Long (including hitch)
- 44' Box size
- 24' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

- Central HVAC and duct heating

Windows/Doors

- Large glass windows
- French door

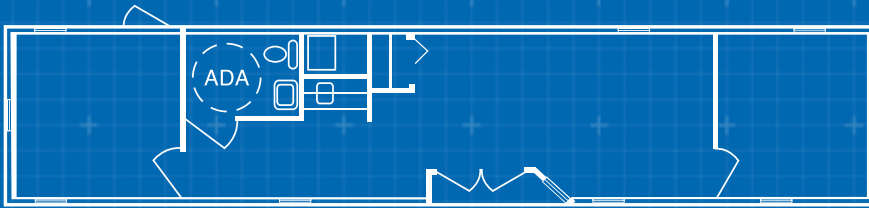
Other

- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar

60' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
12' Wide

Exterior Finish

EPDM rubber roofing
Designer-style siding with matching trim and mansard-style roof
Recessed front porch entry

Interior Finish

Insulated walls, ceiling and floor
Plenum wall for reduced noise
Vinyl-covered gypsum wallboard
Commercial-grade carpeting

Other

Large display/reception area
Private Office(s)
Coffee bar with steel sink, counter, and storage cabinet
Storage cabinet
Storage closet
ADA-compliant restroom

Heating/Cooling

Electric heating and AC with thermostat
Adjustable heat/air diffusers in ceiling
Electric water heater

Windows/Doors

Vertical sliding windows
Single or double lockable front doors
(1) 36" x 80" private entrance exterior door

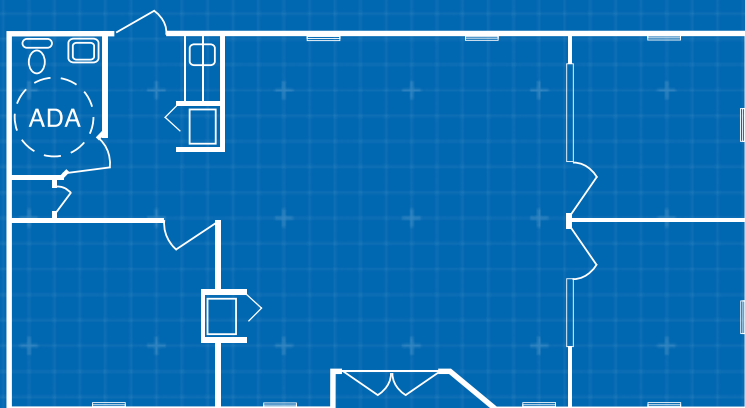
Electric

4' recessed fluorescent lighting

60' x 24' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
56' Box size
24' Wide

Exterior Finish

EPDM rubber roofing
Designer-style siding with matching trim and mansard-style roof
Recessed front porch entry

Interior Finish

Insulated walls, ceiling and floor
Plenum wall for reduced noise
Vinyl-covered gypsum wallboard
Commercial-grade carpeting

Other

Large display/reception area
Private Office(s)
Coffee bar with steel sink, counter, and storage cabinet
Storage cabinet
Storage closet
ADA-compliant restroom

Heating/Cooling

Electric heating and AC with thermostat
Adjustable heat/air diffusers in ceiling
Electric water heater

Windows/Doors

Vertical sliding windows
Single or double lockable front doors
(1) 36" x 80" private entrance exterior door

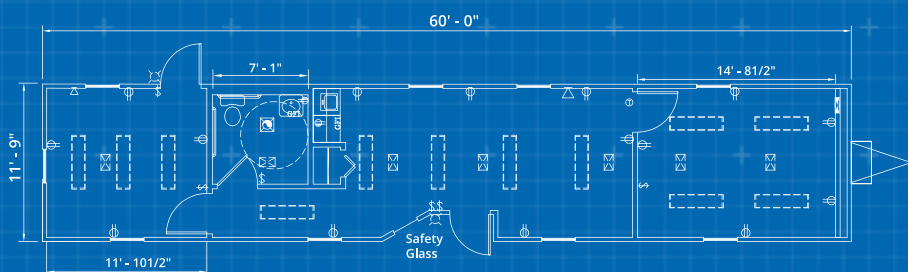
Electric

4' recessed fluorescent lighting

64' x 12' SALES OFFICE



In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

- 64' Long (including hitch)
- 60' Box size
- 12' Wide
- 8' Ceiling height

Exterior Finish

- Aluminum or wood siding
- I-Beam Frame
- Standard drip rail gutters

Interior Finish

- Vinyl covered gypsum walls
- Commercial carpeting throughout
- Gypsum or T-grid suspended ceiling

Electric

- Fluorescent ceiling lights
- Single phase electric and breaker panel

Heating/Cooling

- Central HVAC and duct heating

Windows/Doors

- Large glass windows
- French door

Other

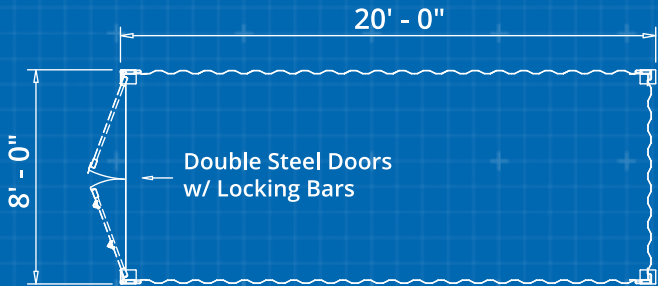
- Large display/reception area
- Private office(s)
- Handicapped accessible restroom
- Coffee bar



STORAGE CONTAINERS



In addition to your storage solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Shelf brackets
- Pipe racks
- Secure locking systems

Dimensions

- 20' Long
- 8' Wide

Features

- High security steel
- Ground level entry

Doors

- Double steel doors with locking bar at one or both ends

Other

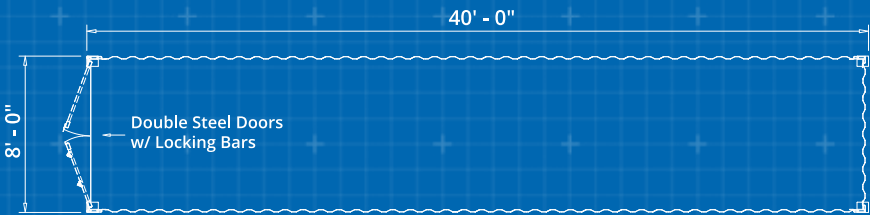
- Immediate availability with local service
- Short or long term on-site storage

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*

40' x 8' STORAGE CONTAINER



In addition to your storage solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Shelf brackets
- Pipe racks
- Secure locking systems

Dimensions

40' Long
8' Wide

Features

High security steel
Ground level entry

Doors

Double steel doors with locking bar at one or both ends

Other

Immediate availability with local service
Short or long term on-site storage

** Photos are representational; actual products vary.
Additional floor plans and specifications may vary from those shown and are subject to in-stock availability*





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THE ESSENTIALS



THE ESSENTIALS

OFFICE PACKAGES

Whether you need a big open-concept workspace or something more private, we can help you create the ideal work environment. Our package levels are designed to fit any need or budget.



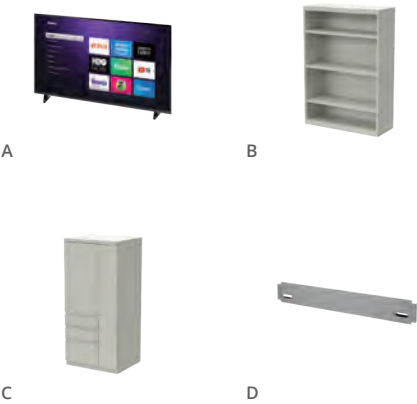
PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Standard Desk	1x	1x	
Manager's Chair	1x		
Small White Board	1x	1x	1x
Floor Chair Mat	1x	1x	1x
Small Office Trash Can	1x	1x	1x
Over Door Coat Hook	1x	1x	1x
Luxhide Executive Chair		1x	1x
Stackable Side Chair		2x	2x
3 Drawer Pedestal File Cabinet		1x	2x
Office Supply Starter Kit		1x	1x
Premium "L" Desk			1x

Premium Office



RECOMMENDED ADD-ONS



- A | 50" Flat Screen
- B | 4 High Bookcase
- C | Wardrobe / Cupboard Tower
- D | Modesty Panels*

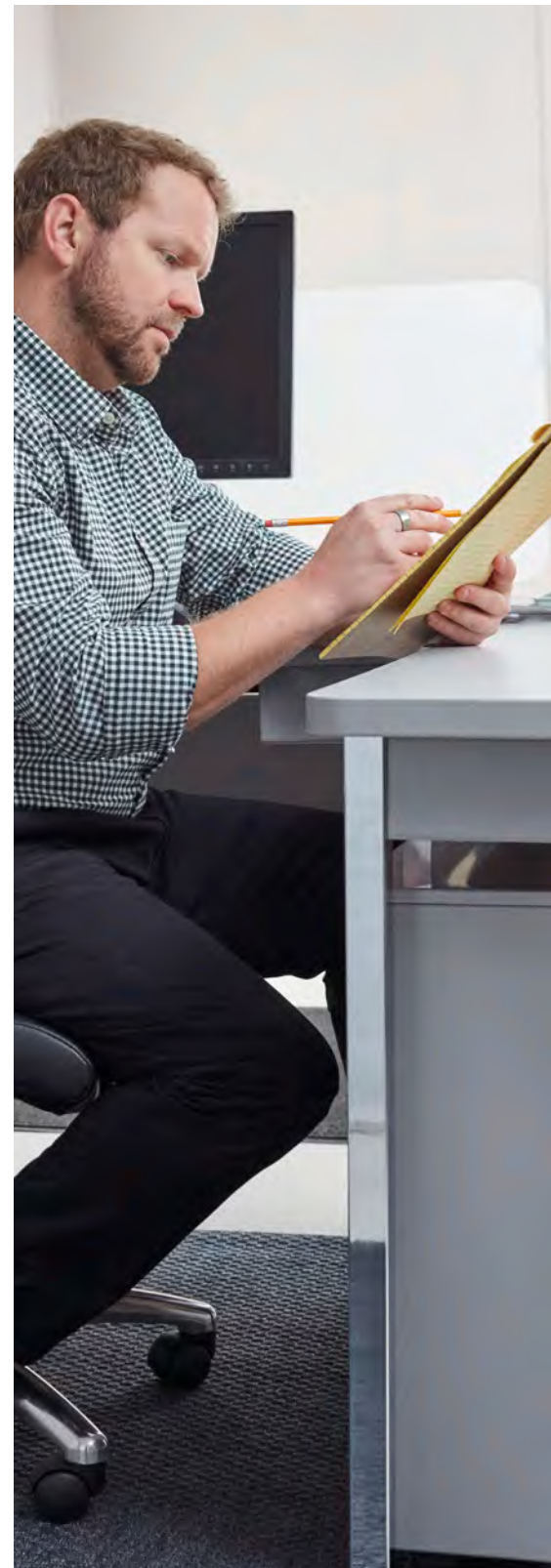
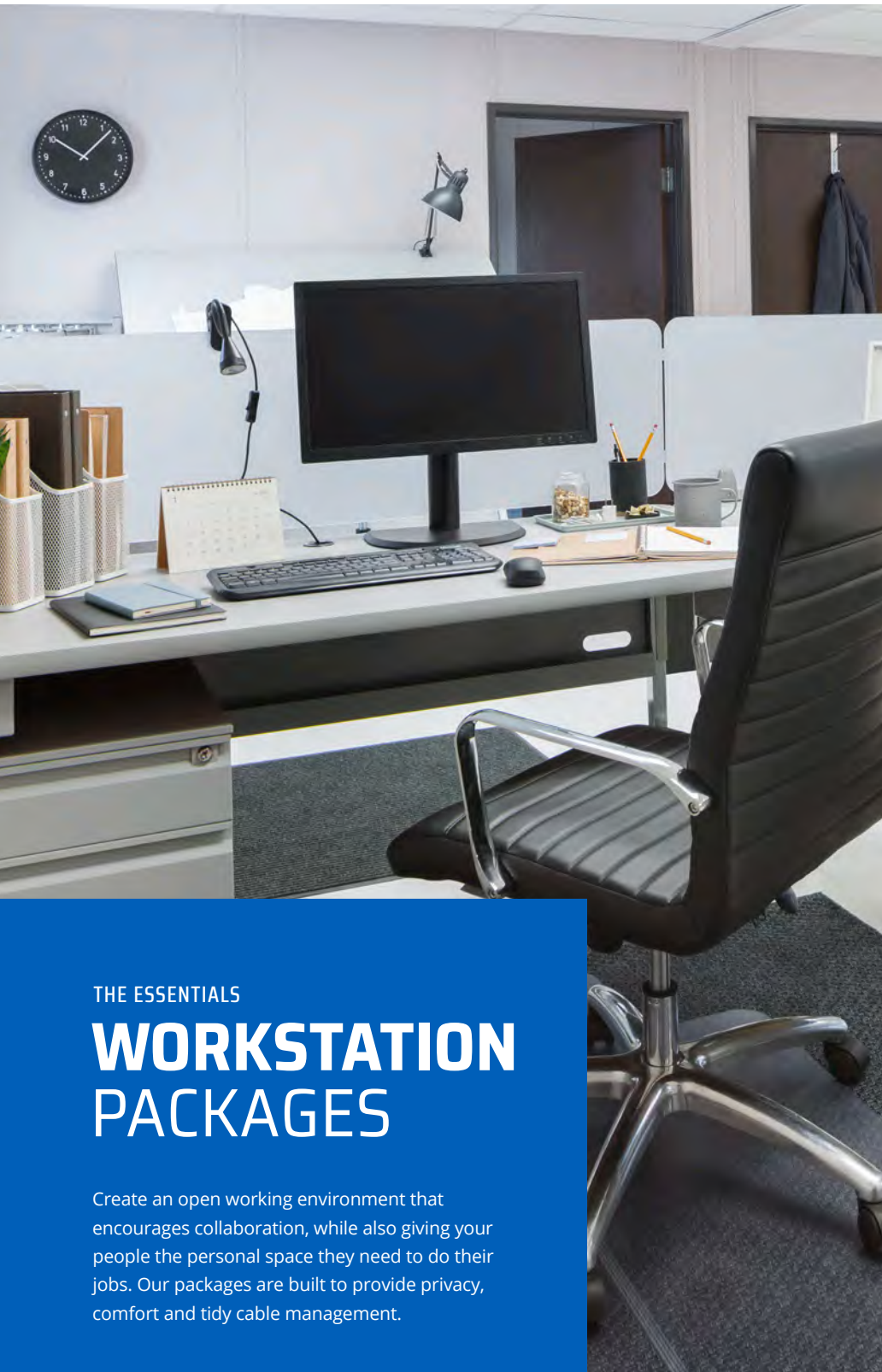


Professional Office



Basic Office

*Modesty panels provide privacy below the desk. WILLSCOT.COM/THE-ESSENTIALS | 800.782.1500



THE ESSENTIALS

WORKSTATION PACKAGES

Create an open working environment that encourages collaboration, while also giving your people the personal space they need to do their jobs. Our packages are built to provide privacy, comfort and tidy cable management.



PACKAGE LEVELS

	BASIC	PROFESSIONAL
Standard Desk / Table	1x	
Manager's Chair	1x	1x
Floor Chair Mat	1x	1x
3 Drawer Pedestal File Cabinet	1x	1x
Small Office Trash Can	1x	1x
Surge Protector	1x	1x
Privacy Shields Around Desk	1x	1x
Modesty Panels Around Desk	1x	1x
Office Supply Starter Kit		1x
Premium "L" Desk		1x

Professional Workstation with additional 3 Drawer Pedestal File Cabinet



Basic Workstations

RECOMMENDED ADD-ONS



- A | 50" Flat Screen
- B | Small White Board
- C | 3 Drawer Pedestal File Cabinet
- D | 4 High Bookcase



THE ESSENTIALS

CONFERENCE PACKAGES

WillScot makes it easy for you to create a larger meeting room where your teams can convene and collaborate. Our packages come with everything you need to be productive, from a kitchen space to scalable table options for any sized group.



PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Folding Table	2x		
Folding Chair	4x		
Mini Refrigerator	1x		
Coffee Pot	1x	1x	1x
Microwave	1x	1x	1x
Large White Board	1x	1x	1x
Large Trash Can	1x	1x	1x
Convenience Starter Kit	1x	1x	1x
Standard Desk / Table		2x	
Conference Table			2x
Café Table		1x	1x
Manager's Chair		8x	12x
Full Size Refrigerator		1x	1x
Keurig			1x

Premium Conference Room



RECOMMENDED ADD-ONS



A



B



C



D

A | 50" Flat Screen

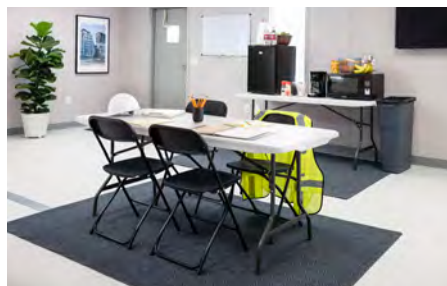
B | 4 Drawer Lateral File Cabinet

C | Extra Folding Chairs

D | Extra Manager's Chairs



Professional Conference Room



Basic Conference Room



THE ESSENTIALS

LUNCH ROOM PACKAGES

A well-appointed lunch area finishes out your workspace and promotes morale and teamwork like no other feature. Our packages provide tables and seating, as well as refrigerator, microwave, and coffee station so your people can refuel, refresh and refocus before going back to work.



PACKAGE LEVELS

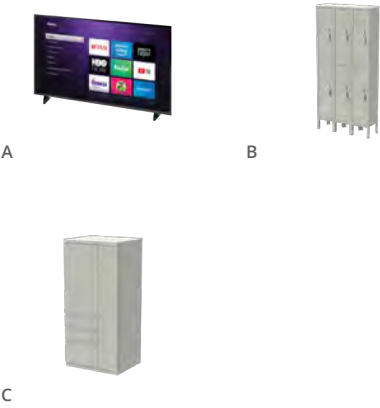
	BASIC	PROFESSIONAL
Folding Table	2x	4x
Folding Chair	10x	20x
Large Trash Can	1x	2x
Folding Cafe Table		1x
Large White Board		1x
Full Size Refrigerator		1x
Coffee Pot		1x
Microwave		2x
Convenience Starter Kit		2x

Professional Lunch Room



Basic Lunch Room

RECOMMENDED ADD-ONS



- A | 50" Flat Screen
- B | Vented Lockers
- C | Wardrobe / Cupboard Tower



THE ESSENTIALS

CAFÉ PACKAGES

Part of building worksite productivity is making it easy for your people to take a quick break. Our packages allow you to provide a well outfitted space to grab a coffee, keep snacks cool, and warm up lunch.



package levels

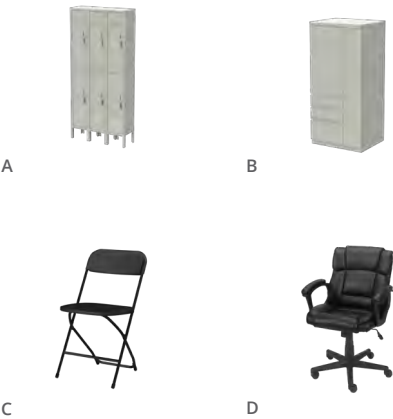
	BASIC	PROFESSIONAL
Folding Table	1x	
Mini Refrigerator	1x	
Coffee Pot	1x	1x
Microwave	1x	1x
Convenience Starter Kit	1x	1x
Large Trash Can	1x	1x
Café Table		1x
Full Size Refrigerator		1x
Keurig		1x

Professional Café



Basic Café

RECOMMENDED ADD-ONS



- A | Vented Lockers
- B | Wardrobe / Cupboard Tower
- C | Folding Chairs
- D | Manager's Chairs



THE ESSENTIALS

PLANNING PACKAGE

Handling and adjusting large blueprints and other project planning documents can be a challenge at the jobsite. Our package gives you the furnishings and storage space you need to be organized and productive.



TM



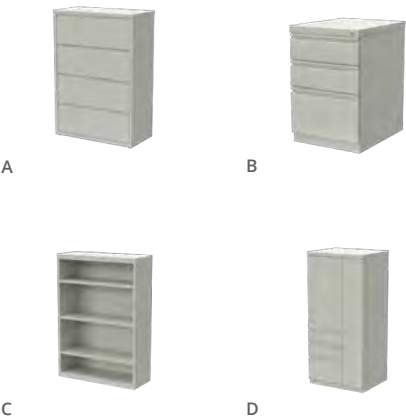
WILLSCOT.COM/THE-ESSENTIALS | 800.782.1500

PACKAGE

	PLANNING
Drafting Table	1x
Rolling Blueprint Rack	1x
Drafting Stool	1x



RECOMMENDED ADD-ONS



- A | 4 Drawer Lateral Fil Cabinet
- B | 3 Drawer Pedestal File Cabinet
- C | 4 High Bookcase
- D | Wardrobe / Cupboard Tower



Adjustable drafting stool swivels 360°.



THE ESSENTIALS

CUBICLE PACKAGES

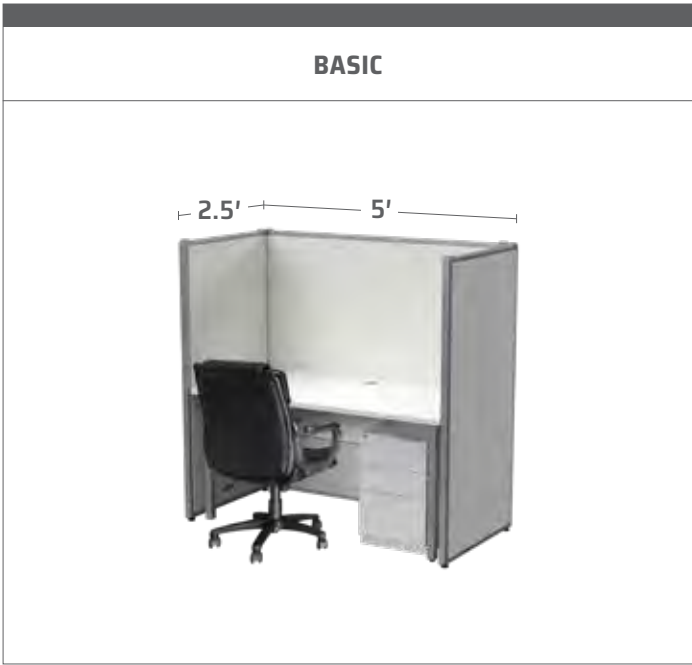
Provide workspace privacy in any configuration with our flexible and scalable Cubicle Packages.

WILLSCOT

TM

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Desk	1x	
Manager's chair	1x	1x
Pedestal File Cabinet	1x	2x
Small Office Trash Can	1x	1x
Floor Mat	1x	1x
Cubicle Panels	3x	5x
"L" Desk		1x
5 ft. Open Shelf		1x



A versatile solution that completes any space

- Clean, modern aesthetic
- Sound dampening panels with tackable walls
- Power and data options available
- Fast, tool-free assembly





THE ESSENTIALS

ENTRANCE PACKAGES

When your mobile office arrives, make sure your people can get into it right away. Our OSHA-compliant packages provide safe, solid, high-grip walking surfaces that you can depend on in any weather, including adjustable steps and treaded platform.



PACKAGE LEVELS

	BASIC	PROFESSIONAL
Stair System	1x	1x
Platform	1x	1x
Boot Scraper	1x	1x
Entrance Mat	1x	1x
Canopy System		1x

Professional Entrance



We have a full range of ADA/IBC compliant step and ramp solutions to meet the needs of your site.



Basic Entrance

Everything we offer is OSHA compliant and set up completely onsite by WillScot.



An entrance mat and boot scraper ensures the offices stays clean.

THE ESSENTIALS

DATA PACKAGE: COMPLEXES

Save time, money and a whole lot of hassle.
Get your space prewired. Get your people
working on day one.



A SCALABLE SOLUTION FOR WHATEVER YOUR PROJECT SIZE

- + One call and the units arrive wired, tested and ready for service.
- + Get online faster with a single internet hook-up for the entire complex.
- + Add or customize ports / drops based on your workspace needs.
- + Costly damage is avoided and maintenance is covered.

PREWIRED COMPLEXES ARRIVE READY FOR BUSINESS

Each unit comes
with 6 ethernet ports
powered by a single
data panel

Lines are run through
the floor or ceiling

Multiple data panels are connected
in minutes upon delivery



A single hook-up point for your
Internet Service Provider (ISP)
delivers internet and phone to
the entire unit

Floor plans are representational. Data drop locations and quantity may vary depending on unit type and availability.



TM

WILLSCOT.COM/THE-ESSENTIALS | 800.782.1500

WILLSCOT BRANCH LOCATIONS

Albany NY
518-382-0912

Albuquerque NM
505-345-8991

Anchorage AK
907-562-1000

Atlanta GA
770-995-5070

Atlanta South GA
770-961-1287

Auburn ME
207-783-3200

Austin TX
512-930-0566

Bakersfield CA
661-588-1990

Baltimore MD
443-354-4561

Beaumont TX
409-842-2511

Birmingham AL
205-640-5170

Boise ID
208-461-1385

Boston MA
603-882-2823

Casper WY
307-234-6792

Charleston SC
843-873-5555

Charleston WV
304-984-0600

Charlotte NC
704-921-2313

Cherry Hill NJ
856-429-0315

Chicago-Bartlett IL
630-365-9980

Chicago-South IL
630-293-0095

Cincinnati OH
513-874-1280

Cleveland OH
330-273-3991

Columbia SC
803-781-1628

Columbus OH
614-874-1280

Corpus Christi FL
361-949-5242

Dallas North
972-252-2001

Dallas/Ft. Worth TX
817-457-5300

Denver CO
303-853-4266

Detroit MI
248-437-2400

El Paso TX
915-213-5518

Fresno CA
559-441-8181

Ft. Lauderdale FL
954-450-9222

Ft. Myers FL
239-489-1700

Greenville SC
864-486-1683

Greensboro NC
336-698-9400

Harrisburg PA
717-561-8340

Hartford CT
203-699-2469

Honolulu HI
808-682-5559

Houston TX
713-466-4353

Houston East TX
713-678-7499

Indianapolis IN
317-209-0531

Inland Los Angeles CA
951-681-0300

Jackson MS
904-378-0500

Jacksonville FL
904-378-0500

Kansas City MO
816-455-8766

Lafayette LA
918-234-7400

Las Vegas NV
702-798-6080

Little Rock AR
918-234-7400

Long Island NY
631-582-1320

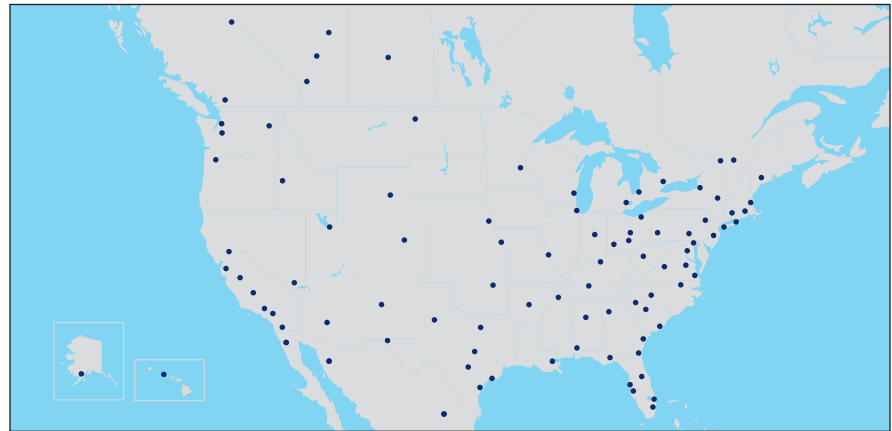
Los Angeles CA
562-903-9200

Louisville KY
502-776-3339

Lubbock TX
806-221-2737

Memphis TN
901-366-1433

Miami FL
305-592-7998



Milwaukee WI
920.206.9599

Minneapolis MN
952-469-3622

Mobile AL
251-653-0510

Nashville TN
615-494-4605

New Orleans LA
985-240-4374

New York City NY
973-589-1234

New York City South NY
732-404-9550

Knoxville TN
865-637-5898

Norfolk VA
757-548-3125

Omaha NE
402-727-1226

Orlando FL
407-851-9030

Philadelphia PA
215-730-0371

Phoenix AZ
480-804-0500

Pittsburgh PA
412-269-2330

Portland OR
503-285-6165

Reno NV
775-329-5054

Raleigh NC
919-957-9955

Richmond VA
804-966-1778

Roanoke VA
540-563-3088

Sacramento CA
707-451-3000

Sacramento West CA
916-373-9000

Salt Lake City UT
801-908-5637

San Antonio TX
210-651-6776

San Diego CA
619-710-8468

San Jose CA
408-683-2794

San Francisco CA
510-785-7800

Savannah GA
912-964-7777

Seattle WA
360-651-1800

Seattle South WA
360-651-1800

Spokane WA
509-892-6778

St. Louis MO
636-467-7135

Syracuse NY
315-350-3878

Tallahassee FL
850-574-9222

Tampa FL
813-626-2862

Tulsa OK
918-234-7400

Tucson AZ
520-623-4622

Washington DC
703-368-6863

W Palm Beach FL
954-406-9139

Williston ND
406-795-3700

Wilkes-Barre
570-733-3156

Calgary AB
403-241-5357

Edmonton AB
780-638-9210

Ft. McMurray AB
780-743-4163

Halifax NS
902-468-2826

Montreal QC
450-633-1612

Ottawa ON
613-736-9390

Prince George BC
250-960-4230

Quebec City QC
519-336-1010

Regina
306-546-2736

Sarnia ON
519-336-1010

Saskatoon SK
306-500-8192

St Johns NL
709-759-2879

Toronto ON
905-726-3551

Vancouver BC
604-851-2202

Winnipeg
204-958-7450

Workforce Camp Division
403-863-2404

MEXICO

Corporate Office/ Monterrey
(81) 10-98-0001

Cuidad de Mexico
722-216-8108

Guadalajara
33-3688-9770

Hermosillo
662-208-0942

Mexicali
686-177-0510

Quere'taro
442-201-1040

Tampico
833-304-0871

Tijuana
664-216-0507

Toluca
722-216-8108

Veracruz
833-917-0157

Villahermosa
993-142-7011

NATIONAL ACCOUNTS

800-292-9652

NA FIELD SUPPORT CENTER

Baltimore MD
800-638-6963
410-931-6000



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WHO WE ARE

The Value We Provide

NOBODY KNOW THE INDUSTRY, COVERS THE COUNTRY OR ANTICIPATES CUSTOMERS' NEEDS LIKE WILLSCOT.



60
years of experience



40,000
customers working
in our units



450
industries served



120+
locations in
North America



2,000
local experts



85 million
square feet of
temporary space.

20 million sq ft immediately available.

NORTH AMERICA'S LEADING MODULAR BUILDING PROVIDER

With 120 locations across North America, WillScot has more experts, assets and solutions to deliver any project, anywhere, anytime.



FOR MORE THAN 50 YEARS, WE HAVE PROVIDED SOLUTIONS TO THE EDUCATION MARKET THAT FOSTER AN ENVIRONMENT FOR LEARNING.

The following provides a deeper look into WillScot.





CASE STUDIES & TESTIMONIALS

NOTABLE PROJECTS COMPLETED UNDER THE OMNIA PARTNERS CONTRACT



Cle Elum High School Band Building CUSTOM 42 SECTION BAND BUILDING

WillScot completed all site work and custom finishes to this building providing a turnkey building to Cle Elum School District.

Total Project Value: \$2,200,200

Gary Wargo, District Superintendent
509-649-4850 | wargog@cersd.org

North Thurston SD Evergreen Elementary CUSTOM 8 PLEX CLASSROOM

WillScot completed all site work and custom onsite finishes.

Total Project Value: \$1,700,000

Jeffrey Goheen, Capitol Program Manager
360-412-4500 | jgoheen@nthurston.k12.wa.us



Central Washington University CUSTOM DOUBLEWIDE DAYCARE FACILITY

WillScot completed all site work and custom onsite finishes.

Total Project Value: \$500,000

Keith Schreiber, Architect
206-682-8300 | schreiber@sslarchitects.com

ADDITIONAL KEY DISTRICTS WE DO BUSINESS WITH

Bellingham School District

Ron Cowan Executive Director Capital Projects
360-676-6521 | Ron.cowan.bellinghamschools.org

Lake Stevens School District

Robb Stanton Executive Director Operation
425-754-0336 | Robb_stanton@lkstevens.wednet.edu

ANACOSTIA PUBLIC LIBRARY

Solution Type

Instructional

Scope of Project

4,320 ft²

Time to Occupancy

3 Months



THE STORY

ANACOSTIA, DC

+ ———

The community of Anacostia is one of the oldest residential areas in Washington, D.C. Its library building was constructed and opened in 1956 and was the first of six public library branches built under the D.C. Public Works Program. The branch served the primarily working-class neighborhoods of Twining City, Washington Highlands, Old Anacostia, Hillcrest, Bolling Air Force Base, the Naval Air Station, St. Elizabeth's, and the public and parochial schools within those communities. Fifty years later, the library had far outgrown that building and plans were put into development for a new state of the art library. However, an interim solution was needed to avoid completely closing the library while new construction was underway. Enter WillScot.

We installed a 4,320 square feet building composed of six – 12' x 60' x 15' modules. These modules featured clear span space that allowed the interior design to achieve an industrial look with exposed trusses, HVAC duct work, and suspended lighting features. Clean, crisp external finishes, stairs, ramps, canopies, decorative banners and fencing all continued the industrial themed look.

Our customer appreciated the efficient installation process, flexibility, and future reuse possibilities of the modular process. This modular solution served the community well until the new permanent library opened in 2010.



MONTCLAIR STATE UNIVERSITY

Solution Type

Office

Scope of Project

7,200 ft²

Time to Occupancy

120 Days



THE STORY

MONTCLAIR, NJ



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Montclair University is a public research university nestled in suburban Montclair, NJ with over 21,000 undergraduate and graduate students. Established in 1908, it is home to Red Hawk students from all over the country and the world, as it is often listed as one of the top 100 public universities in the U.S.

With thousands of students and administrative staff depending on MSU facilities, the university decided that it needed a temporary swing space until renovations on its existing Admissions and Bursar buildings were complete. Through the use of Omnia Partners, and their sole temporary space provider WillScot, MSU was able to promptly acquire the modular space they needed.

After approximately 120 days, MSU's Admissions and Bursar offices were fully relocated to ten temporary Redi Plex units close to the previous location of the buildings and equipped with all the requested financial and security needs. MSU's ten units were transformed into 26 offices, two bathrooms and a cash room. The space was also furnished with The Essentials for added convenience and safety, including roll up security screens, cash drawers, safes, steps, ramps, a panic button, desks, chairs and panelized walls for additional workspace.

BENTONVILLE HIGH SCHOOL

Solution Type

Instructional

Scope of Project

9,216 ft²

Time to Occupancy

90 Days



THE STORY

BENTONVILLE, AR



The Bentonville Public Schools District began in 1841 as a subscription school and in 1872 the first public school was built. From that single school the district has grown and now covers 142 square miles and its student population is a little over 15,000 children. Eighteen schools currently make up the district: ten elementary, four middle schools, three junior high schools and one high school.

Bentonville High School is the flagship of the Bentonville School District and is responsible for academic well-being of more than 4,000 students. The rapid increase in student population (and at the high school in particular) has challenged the district to meet facility needs and modular buildings provide an efficient way to conquer that challenge yet stay flexible and still ensure an environment that is comfortable, bright and safe.

Based on a long standing and successful relationship with the Bentonville School District, we've been called in to support this specific school on several occasions. Serving the academic needs of thousands of boys and girls is a serious responsibility and the flexibility of modular solutions allows the school to be flexible. While the district – and high school – was waiting for the result of a bond issue approving expansion we installed six, state coded 24' x 64' double wides (twice as wide as a standard 12' modular and well suited for classroom use) as well as a latrine trailer. The location the school assigned the modulares was a tight squeeze but working with another one of our customers, Nab Holz Construction, the site work and installation was accomplished within three weeks.



COLORADO ACADEMY CLASSROOMS / OFFICES

Solution Type

Instructional

Scope of Project

18,700 ft²

Time to Occupancy

43 Days



THE STORY

LAKEWOOD, CO



Colorado Academy, a private school in Jefferson County, Colorado, was in the process of having a brand new high school built. They needed temporary space for more than 300 students and office space for approximately 20 teacher and administrators for approximately a 7-month term during construction of the new school.

Colorado Academy needed temporary space for their students during construction. We worked with the school's general contractor to have temporary classrooms in place and ready for occupancy before the start of the school year.

We met with Colorado Academy, their architect, general contractor and subcontractors numerous times prior to delivery to assist with the permit process, determine the optimum area of campus to install our buildings, and to ensure that everyone agreed on the scope of work for each party.



CITY OF REHOBOTH ADMINISTRATIVE OFFICES

Solution Type

Government

Scope of Project

7,680 ft²

Time to Occupancy

2 Months



THE STORY

REHOBOTH BEACH, DE



From May through September, Rehoboth is a seaside mecca welcoming families from the Pennsylvania, Delaware, Maryland, DC, and Virginia areas. However, the responsibilities of its city government continue twelve months a year. In late 2015, the city decided to demolish its existing city hall office, police station and courthouse (constructed in the 1960s) and build a new state-of-the-art facility. Where do you house your operations during demo days and new construction? With modular space solutions from WillScot, of course.

The public bid was awarded to us just before Halloween with a completion date of December 10th. Not to worry – we delivered 7,680 square feet of modular solutions composed of a combination of fresh from the factory quadruple wide office space and existing Redi-Plex units.

Not even negotiating the tight turns in downtown Rehoboth or the Thanksgiving holiday break deterred us from delivering a quality solution on time.

The customer received floor plans tailored to fit all their needs. The complex included offices for important city departments, a lobby to welcome visitors, a courtroom with offices, and a police station with offices, locker room, a holding cell and investigation rooms. Wood skirting, IBC switch back ramps and IBC steps completed the exterior finish.



LOYOLA UNIVERSITY

SOCIAL DISTANCE CLASSROOM SPACE

Solution Type

Education /
Disaster Relief

Scope of Project

21,600 ft²

Time to Occupancy

45 Days



THE STORY

BALTIMORE, MD

Challenge

At the start of the COVID-19 pandemic in the U.S., Loyola University Maryland, a private university in Baltimore, was in need of extra space for social distancing in their classrooms. After receiving a recommendation from one of their contractors, the university partnered with our local Baltimore team for a temporary classroom solution.

Solution

The WillScot Construction Services Division developed a plan to install 30 modular classroom buildings on Loyola's multi-purpose field adjacent to the university's student center and bookstore.

The 30 modular buildings were arranged into 5 separate 6-building complexes, each comprised of 2 classrooms that could safely hold 35 students spaced 6 feet apart. The 10 total classrooms were connected with a series of walkways to provide students convenient access to the classrooms and bookstore. Additionally, each classroom was equipped with enhanced audio and video technology to help students start learning from day one.



**LEARN MORE ABOUT
THIS PROJECT**



CUSTOMERS TALK ABOUT THEIR WILLSCOT EXPERIENCE

“I appreciated WillScot’s project management team on their commitment in providing a project with the highest level of quality control and subcontractor oversight.”

+ **Barry Caruthers**, Project Manager
Central Washington University

“WillScot has successfully provided our school district with numerous portable classrooms and buildings for over a decade now.”

+ **Jeffrey Goheen**, Program Manager
NTPS Construction / Design for North Thurston Public Schools, WA

“WillScot’s project staff has made sure the requested custom features were supplied and installed as specified.”

+ **Rod Sheffer**, Project Manager
Highline Public Schools, WA

“The attention to detail that this group puts into all of their jobs is second to none.”

+ **Richard Brown**, Assistant Director
Cheney Public Schools, WA

“When unforeseen conditions and owner generated changes occur, WillScot responded with solutions that allowed the project schedule to be maintained.”

+ **Barry Caruthers**, Project Manager
Central Washington University

“I have received many comments from school district staff and community members who are amazed that the facility is a modular building.”

+ **Bob Kenworthy**, Capital Projects Coordinator
Auburn School District, WA



THE

ESSENTIALS

Everything you need for your space, inside and out.

WILLSCOT

TM



ONE CALL AND YOU'RE READY TO WORK

With other providers, when you order an office trailer, that's what you get — an empty trailer. Then it becomes your job to fill it up. Not so with WillScot. We provide the space, plus everything else you need to make it functional right away. It's called the Essentials, and it couldn't be easier.

- + Working with one source for everything saves valuable time and money.
- + We handle ordering, delivery, setup and return, so you can stay focused on your project.
- + Eliminate startup headaches by having one consistent offering and one bill.
- + Make one call to us and suddenly you have a lot less to worry about.

EVERY DETAIL, HANDLED

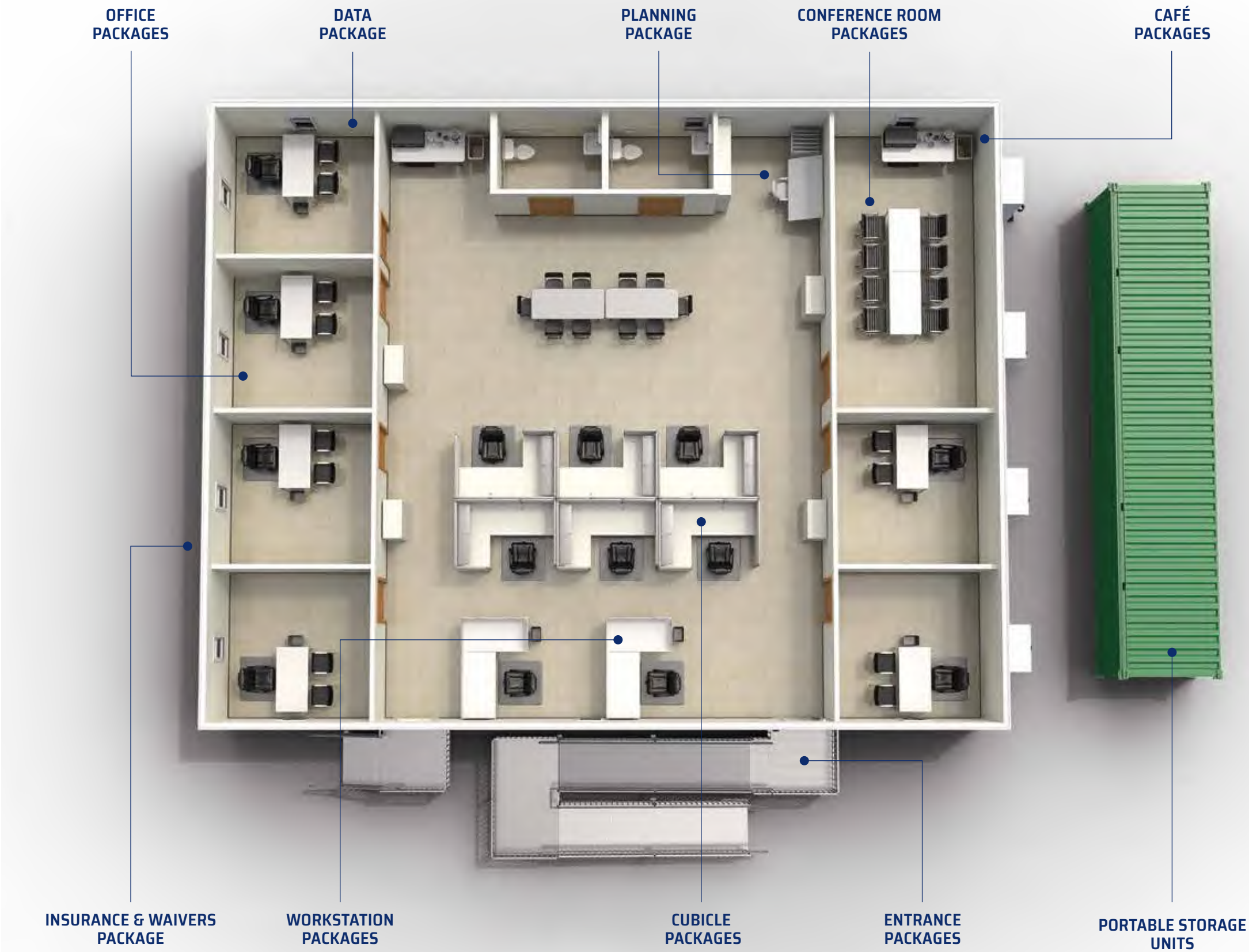
WillScot is the leader in modular workspace solutions. We know temporary space like no other company, and our experts know how to best configure it to meet any need and budget.

We offer a breadth of ready-to-go Essentials packages that cover the most typical needs. Plus we provide these packages at multiple levels, from simple, quality furnishings that accommodate your construction teams, to more premium options suitable for entertaining customers and VIPs.

We also offer a full range of items à la carte to finish out your space. You need it? Chances are we've got it.

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OFFICE PACKAGES

Whether you need a big open-concept workspace or something more private, we can help you create the ideal work environment. Our package levels are designed to fit any need or budget.

PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Standard Desk	1x	1x	
Manager's Chair	1x		
Small White Board	1x	1x	1x
Floor Chair Mat	1x	1x	1x
Small Office Trash Can	1x	1x	1x
Over Door Coat Hook	1x	1x	1x
Luxhide Executive Chair		1x	1x
Stackable Side Chair		2x	2x
3 Drawer Pedestal File Cabinet		1x	2x
Office Supply Starter Kit		1x	1x
Premium "L" Desk			1x



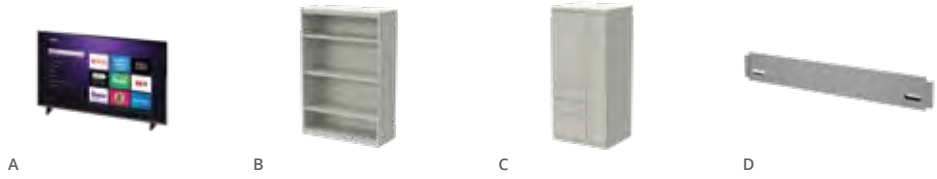
Premium Office



Professional Office



Basic Office



RECOMMENDED ADD-ONS

- A | 50" Flat Screen (pg. 50)
- B | 4 High Bookcase (pg. 48)
- C | Wardrobe / Cupboard Tower (pg. 48)
- D | Modesty Panels* (pg. 46)

*Modesty panels provide privacy below the desk.



CONFERENCE ROOM PACKAGES

WillScot makes it easy for you to create a larger meeting room where your teams can convene and collaborate. Our packages come with everything you need to be productive, from a kitchen space to scalable table options for any sized group.

PACKAGE LEVELS

	BASIC	PROFESSIONAL	PREMIUM
Folding Table	2x		
Folding Chair	4x		
Mini Refrigerator	1x		
Coffee Pot	1x	1x	1x
Microwave	1x	1x	1x
Large White Board	1x	1x	1x
Large Trash Can	1x	1x	1x
Convenience Starter Kit	1x	1x	1x
Standard Desk / Table		2x	
Conference Table			2x
Café Table		1x	1x
Manager’s Chair		8x	12x
Full Size Refrigerator		1x	1x
Keurig			1x



Premium Conference Room



Professional Conference Room



Basic Conference Room



RECOMMENDED ADD-ONS

- A | 50" Flat Screen (pg. 50)
- B | 4 Drawer Lateral File Cabinet (pg. 48)
- C | Extra Folding Chairs (pg. 47)
- D | Extra Manager's Chairs (pg. 47)



January

M	T	W	T	F	S	S
		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		



WORKSTATION PACKAGES

Create an open working environment that encourages collaboration, while also giving your people the personal space they need to do their jobs. Our packages are built to provide privacy, comfort and tidy cable management.

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Standard Desk / Table	1x	
Manager’s Chair	1x	1x
Floor Chair Mat	1x	1x
3 Drawer Pedestal File Cabinet	1x	1x
Small Office Trash Can	1x	1x
Surge Protector	1x	1x
Privacy Shields Around Desk	1x	1x
Modesty Panels Around Desk	1x	1x
Office Supply Starter Kit		1x
Premium “L” Desk		1x

Basic Workstations



Professional Workstation with additional 3 Drawer Pedestal File Cabinet



Modesty and Privacy Panels

RECOMMENDED ADD-ONS

- A | 50" Flat Screen (pg. 50)
- B | Small White Board (pg. 50)
- C | 3 Drawer Pedestal File Cabinet (pg. 48)
- D | 4 High Bookcase (pg. 48)



CUBICLE PACKAGES

Provide workspace privacy in any configuration with our flexible and scalable cubicle packages. Our unique panel system allows fast, tool-free assembly, accommodates power and data supply, and complements modern WillScot furniture.



PACKAGE LEVELS

	BASIC	PROFESSIONAL
Desk	1x	
Manager's chair	1x	1x
Pedestal File Cabinet	1x	2x
Small Office Trash Can	1x	1x
Floor Mat	1x	1x
Cubicle Panels	3x	5x
"L" Desk		1x
5 ft. Open Shelf		1x



Endless configurations
for whatever you may need



**A versatile solution
that completes any space**

Clean, modern aesthetic
Sound dampening panels with tackable walls
Power and data options available
Fast, tool-free assembly



RECOMMENDED ADD-ONS

- A | 3 Drawer Pedestal File Cabinet (pg. 48)
- B | Power / Data Pole (pg. 52)
- C | 5 ft. Open Shelf (pg. 48)
- D | Manager's Chair (pg. 47)

CAFÉ PACKAGES

Part of building worksite productivity is making it easy for your people to take a quick break. Our packages allow you to provide a well-outfitted space to grab a coffee, keep snacks cool, and warm up lunch.



PACKAGE LEVELS

	BASIC	PROFESSIONAL
Folding Table	1x	
Mini Refrigerator	1x	
Coffee Pot	1x	1x
Microwave	1x	1x
Convenience Starter Kit	1x	1x
Large Trash Can	1x	1x
Café Table		1x
Full Size Refrigerator		1x
Keurig		1x

Professional Café



RECOMMENDED ADD-ONS

- A | Vented Lockers (pg. 48)
- B | Wardrobe / Cupboard Tower (pg. 48)
- C | Folding Chairs (pg. 47)
- D | Manager's Chairs (pg. 47)



Basic Café





PLANNING PACKAGE

Handling and adjusting large blueprints and other project planning documents can be a challenge at the jobsite. Our package gives you the furnishings and storage space you need to be organized and productive.

PACKAGE

	PLANNING
Drafting Table	1x
Rolling Blueprint Rack	1x
Drafting Stool	1x

RECOMMENDED ADD-ONS



- A | 4 Drawer Lateral File Cabinet (pg. 48)
- B | 3 Drawer Pedestal File Cabinet (pg. 48)
- C | 4 High Bookcase (pg. 48)
- D | Wardrobe / Cupboard Tower (pg. 48)



Adjustable drafting stool swivels 360°



Oversized drafting table provides extra workspace to accommodate larger documents.



LUNCH ROOM PACKAGES

A well-appointed lunch area finishes out your workspace and promotes morale and teamwork like no other feature. Our packages provide tables and seating, as well as refrigerator, microwave, and coffee station so your people can refuel, refresh and refocus before going back to work.

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Folding Table	2x	4x
Folding Chair	10x	20x
Large Trash Can	1x	2x
Folding Café Table		1x
Large White Board		1x
Full Size Refrigerator		1x
Coffee Pot		1x
Microwave		2x
Convenience Starter Kit		2x

Professional Lunch Room



Basic Lunch Room



RECOMMENDED ADD-ONS

- A | 50" Flat Screen (pg. 50)
- B | Vented Lockers (pg. 48)
- C | Wardrobe / Cupboard Tower (pg. 48)



ENTRANCE PACKAGES

When your mobile office arrives, make sure your people can get into it right away. Our OSHA-compliant packages provide safe, solid, high-grip walking surfaces that you can depend on in any weather, including adjustable steps and treaded platform.

PACKAGE LEVELS

	BASIC	PROFESSIONAL
Stair System	1x	1x
Platform	1x	1x
Boot Scraper	1x	1x
Entrance Mat	1x	1x
Canopy System		1x



We have a full range of ADA/IBC compliant step and ramp solutions to meet the needs of your site.

An entrance mat and boot scraper ensures the office stays clean.



Professional Entrance

Everything we offer is OSHA compliant and set up completely onsite by WillScot.



Basic Entrance





DATA PACKAGE

Wiring your workspace yourself can cost thousands, create delays and damage the unit. Choosing to have your unit pre-wired saves you money, time and hassle.



Eliminate downtime by getting your unit wired before delivery.

- + VOIP-supported data ports in every office and common area
- + Single external hook up point for your ISP gets you online faster
- + Port placements are fully customizable to your needs



Ethernet Port



Fully Powered Data Switch

RECOMMENDED ADD-ONS

- A | 50" Flat Screen (pg. 50)
- B | HDMI Cable (pg. 50)
- C | Surge Protector (pg. 52)
- D | TV Wall Bracket (pg. 50)



PORTABLE STORAGE UNITS

Get the portable storage and accessories you need to keep your operation organized and efficient. Our durable, code-compliant units arrive clean and ready, at the same time as your other temporary space. Add locks, pipe racks, shelf brackets and more to save precious time and money.



We also offer locks, pipe racks, shelf brackets and more.



40 ft. x 8 ft.



20 ft. x 8 ft.

One source. One call. One convenient bill, and you've got it all.

INSURANCE & WAIVERS PACKAGE

We make it easy to get the coverage you need for your building. You gain peace of mind and the freedom to focus on other priorities.



Get the coverage without the hassle and high cost deductible.

Damage Waiver

Even if your company has its own property insurance policy, it makes good business sense to add the WillScot Damage Waiver. Here's why:

- + The Waiver covers all WillScot owned equipment and is effective immediately upon delivery.*
- + The Waiver protects against any cost increase or negative rating to your company's current policy in the event of a claim.
- + Our waiver deductible is likely much lower than your company's standard insurance deductible.
- + Provides protection and piece-of-mind for a very low monthly out-of-pocket cost on one bill.

**The waiver does not cover damages due to negligence.*

General Liability

We've partnered with Allen Insurance Group to offer you a General Liability program that's an easy, turn-key option that meets the requirements of the lease.

- + **Hassle-Free:** No need to contact your insurance company; worry about expiring certificates, or being cancelled.
- + **Convenient:** Easy monthly payments will be invoiced with your lease.
- + **Timely:** No coordination between agencies required; coverage begins after the unit is set and occupied and automatically ends upon the termination of your lease.
- + **Superior Service:** 24/7 claims reporting to a toll-free number means there's always someone available when you need them.



À LA CARTE ITEMS

Many of these items are included in our packages, but say you need more desks or chairs or a very specific item to finish out your space. We've got you covered.

DESKS AND TABLES



Folding Table
Steel frame with dent, scratch, and rust-resistant surface top. Meets and/or exceeds ANSI/BIFMA performance standards.
72" L x 30" W x 29" H



Standard Desk / Table
Modern design with steel frame and high pressure laminate top for durability. Rear grommet cutout for effective wire management.
60" L x 30" W x 29.5" H



Premium "L" Desk
Modern design with steel frame and high pressure laminate top for durability. Rear grommet cutout for effective wire management.
90" L x 30" W x 29.5" H



Compact Desk
Smaller size is ideal for space constrained environments. Standard desk offering for FLEX product line.
48" L x 30" W



Standing Desk
Separate keyboard tray and work surface for better organization and efficiency. Dual-lever height mechanism for quick adjustments.
35" W x 4.75" – 6.5" H (adjustable height)



Conference Table
Modern design with steel frame and high pressure laminate top for durability. Center grommet cutout for effective wire management.
72" L x 42" W x 29.5" H

ACCESSORIES



Privacy Shields
Frosted panels offer privacy while allowing light into the workspace. Multiple configurations to meet any workspace need.
Fit WS desks



Modesty Panels
Covers front of desks for added privacy and workspace comfort. Can be installed on any WS desk before or after delivery.
Fit WS desks



Privacy Shields and Modesty Panels assembled.

SEATING



Folding Chair
Metal frame holds up to 400 lbs. Folds closed for compact storage and space flexibility.
38.2" H x 17.5" W x 2.5" D Closed



Stackable Side Chair
Stacks up to 12 high. Chrome finish. Wood capped arms in walnut finish.
33" H x 22" W x 20.8" D



Manager's Chair
Lumbar support and waterfall seat cushion. Pneumatic seat adjustment.
40.25" H x 25.25" W x 29.5" D



Luxhide Executive Chair
Black synthetic leather upholstery with chrome arms. Pneumatic seat adjustment with tilt lock.
40" H x 22.5" W x 24.5" D



Drafting Stool
360° swivel with one-touch seat height adjustment. Foot rest and locking casters.
55.3" H x 19.25" W x 29.2" D

COLLABORATIVE



Small White Board
Ideal for offices and tight spaces. Ledge for marker storage.
48" L x 36" H



Large White Board
Perfect for conference rooms and common areas. Ledge for marker storage.
72" L x 48" H



Cork Bulletin Board
Prevents damage from hanging materials directly on walls. Natural cork is durable and great for frequent use. Oak finish.
Multiple sizes available.



50" Flat Screen
1080P screen resolution for stunning HD images. Smart TV with built-in access to streaming services.
44.4" L x 26.1" H x 3.3" D



Drafting Table
Durable frame with adjustable height and desk angle. Full length pencil catch.
60" W



Rolling Blueprint Rack
Adjustable length and height to accommodate various document sizes. Heavy gauge steel construction holds up to 240 lbs.
46" L x 27" W x 66" H

ACCESSORIES



HDMI Cable
30AWG high speed HDMI with Ethernet. Supports 4K video resolutions.
20 ft. cord length



TV Wall Bracket
Designed for 37"- 70" displays and tilts from 0°-10°. Steel construction supports up to 165 lbs.
33.4" L x 1.9" D x 17.3" H



Blueprint Rack Clamps (6 qty)
Sturdy aluminum with solid steal wing knobs accommodate up to 100 sheets or 20 lbs. Transparent label holders included.
Available in 18"- 42" L

ENTRANCE



OSHA Steps
Fully OSHA compliant. Durable aluminum construction with built-in treads for secure footing in all weather.
Size varies based on unit.



ADA/IBC Compliant Steps
Fully ADA/IBC compliant and customizable to whatever your site demands. Durable aluminum construction with built-in treads for secure footing in all weather.
Size varies based on unit.



Canopy System
Can be added to any WillScot step or ramp system. Covers entire entrance platform and is rated for 100 PSF snow load.
Size varies based on unit.



ADA/IBC Compliant Ramps
Straight run or switchback systems available. Durable aluminum construction with built-in treads for secure footing in all weather.
Size varies based on unit.

All entrance systems are completely installed onsite by WillScot.

SECURITY



Door Bar
Solid steel bar reinforces entryway and helps protect against intruders. Helps limit access points in larger units.
Size varies base on unit.



Security Screen
Helps protect window from direct impacts. Prevents unwanted entry through unit windows.
Size varies based on window.

ACCESSORIES



Surge Protector
Complete 3-line AC protection. 14 gauge heavy-duty cord.
6 outlets



Floor Chair Mat
Durable plastic protects floors and improves chair movement. Studded version available for carpet.
48" L x 36" W



Power / Data Pole
These attractive and durable poles effectively distribute power and telecommunications wiring to workstations below and can be customized to the needs of your space.
Height varies. 2.5" D



Entrance Mat
GreenTrax high-low scraping design guards against dirt. Durable material withstands harsh weather.
48" L x 36" W



Small Office Trash Can
Convenient size for offices and workstations.
28 qt.



Large Trash Can
Perfect for lunch rooms and common areas. Heavy-duty plastic withstands jobsite abuse.
23 gal.



Small Cubicle Panel
Tackable, sound dampening panel for use with the WillScot cubicle system. Cannot be added as stand-alone item.
30" W x 60" H



Office Supply Starter Kit
Includes: pens (6), notepads (6), dry-erase marker kit, desk calendar, sticky-notes.
Included in all Professional and Premium Office packages.



Over Door Coat Hook
Ball tips on double steel hook prevent damage to garments. Fits doors up to 1-3/4" thick and holds up to 10 lbs.
8.5" H x 1.5" W x 4.2" D



Boot Scraper
Heavy-duty brush cleans mud, dirt, snow, gravel, rock, leaves, grass, sand, and other debris from all types of footwear. Removes caked-on messes from boot and shoe soles and uppers, saving floors and carpets from debris.
9.4" L x 4.7" W x 4.5" H



Large Cubicle Panel
Tackable, sound dampening panel for use with the WillScot cubicle system. Cannot be added as stand-alone item.
60" W x 60" H



Convenience Starter Kit
Includes: ground coffee, filters, stirrers, creamer, sweetener.
Included in all Conference and Café packages.



OUR PARTNERS SAVE YOU MORE

Working with WillScot gives you access to valuable added benefits. We've partnered with Office Depot and Wesco to help you save time and money through a wide range of products, services and offers.

Office DEPOT

Any time you need office supplies, this is the place to save. Register through WillScot and unlock the following benefits:

- + Additional 10% discount from web pricing
- + Free, next-business day delivery applies to qualifying orders of \$50 or more within our local delivery areas (see our Terms and Conditions for details)
- + Convenient credit card payment with options to include single account billing or consolidated billing for multiple locations
- + Wide variety of products and services available

Register here:
<https://business.officedepot.com/willscot>

Registered users login here:
<https://business.officedepot.com>



Through our partnership with this industry-leading supply chain solutions company, you can benefit multiple ways:

- + 10% discount from standard retail pricing
- + Free standard shipping with expedited services available
- + Access to a wide range of products including:
 - Networking Equipment
 - Tech Products: Speakers, cameras, and security systems
 - Safety Products: PPE, spill kits, first aid kits, fall protection
 - Internet Connectivity Services
- + Pre-arranged account utilizing your purchasing card (no stored information)
- + Ability to create your own account for a more customized experience

Access these benefits here:
<https://www.wescofastec.com/willscot>



800.782.1500 | WILLSCOT.COM

WILLSCOT, INC. CORPORATE HEADQUARTERS
901 S Bond Street Suite 600 • Baltimore, MD • 21231

**Products may vary from those shown, and are subject to in-stock availability.*

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005) Attorney
General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

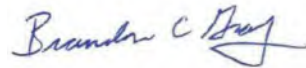
1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Williams Scotsman, Inc

Address 901 South Bond Street
Baltimore, MD 21231

Phone (609)361-3071

Fax N/A



Signature
Brandon C. Graf

Printed Name
VP- Strategic Accounts/BD

Position with Company

Signature

Printed Name

Position with Company

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

** As further described in the Attachment A hereto, which is incorporated herein, the information contained within:*

-Williams Scotsman, Inc. proposal clarifications- Tab 1 Draft Contract

-Company profile in its entirety- Tab 4 Qualifications and Experience

-Approach to work (sample work plans, resumes and subcontract plans) Tab 3- Performance and Capability

-References in its entirety- Tab 4 Qualifications and Experience

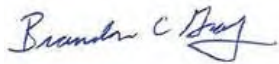
-Pricing in its entirety – Tab 2- Products and Pricing

Is considered the exclusive and proprietary information of WSI.

Any copying, disclosure, publication or distribution of any part of this information is strictly prohibited without the prior written consent of Williams Scotsman, Inc.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

2/16/2021
Date


Authorized Signature & Title

ATTACHMENT A TO ACKNOWLEDGMENT AND ACCEPTANCE OF OPEN RECORDS POLICY - REQUESTED EXCEPTIONS

Williams Scotsman, Inc. declares the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

Proposal Clarifications- Tab 1 Draft Contract

Proprietary - Williams Scotsman spends an exceptional amount of time, energy, and financial resources to structure our clarifications for a specific client and proposal. This is also legal work product prepared for the benefit and sole use of Williams Scotsman, Region 4 / OMNIA and its members. Disclosure would make Williams Scotsman's clarifications available to the general public and our competitors wherein they could benefit competitively.

Company Profile in its entirety - Tab 4 Qualifications and Experience

Trade Secret and Proprietary – The depth of information requested for proposal evaluation by Region 4 / OMNIA requires that Williams Scotsman provide sales statistics, marketing strategies, competitive approaches, stated capabilities, internal training, co-branded marketing plans with Region 4 / OMNIA, anticipated sales volumes, relationships with other cooperatives, etc. This response will be useful for proposal evaluation, however this information is company-specific work product describing Williams Scotsman's overall plan for success. Release of this information could harm Williams Scotsman and allow our competitors to gain an advantage by utilizing the exposed information.

Approach to Work (Sample Work Plans, Resumes and Subcontract Plans) Tab 3 Performance/Capability

Trade Secret and Proprietary – Williams Scotsman is providing the information requested for proposal evaluation by Region 4 / OMNIA. The approach to work is a Williams Scotsman specific plan / trade secret, prepared for work with a specific client, and it is critical to retain this information in a competitive marketplace. The private information provided in the biographies should be deemed private and proprietary. This information is provided for Region 4 / OMNIA's benefit with the request that it not be made part of the open record.

References in its entirety- Tab 4 Qualifications and Experience

Trade Secret and Proprietary – Release of a company reference letter would provide our competition specific information about clients and contact information to which they would not otherwise have access. This release would harm Williams Scotsman by notifying competitors of our key clients and contacts. These letters would also speak to the performance of certain Williams Scotsman personnel, and may point out specific trades utilized or potentially deficiencies that could be used to market against Williams Scotsman.

Pricing in its entirety- Tab 2 Products and Pricing

Trade Secret and Proprietary – Williams Scotsman understands the need to share the pricing list with Region 4 / OMNIA members (as necessary); however, public disclosure of our pricing may cause significant harm to Williams in a competitive marketplace. The depth of pricing information provided could allow our competition to view a price listing of all buildings, products, services, and value added products offered by Williams Scotsman. This disclosure would provide an unfair advantage in the market to our competition and damage to Williams Scotsman's ability to compete.

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Brandon C. Graf, as an
Authorized representative of

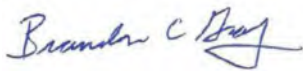
Williams Scotsman Inc., a contractor engaged by

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

2/16/2021

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Williams Scotsman
Baltimore, MD United States

Certificate Number:
2021-713923

Date Filed:
02/04/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R160101
Modular Buildings, Portable Storage, and Relocatable Walkways

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Jennifer Renz, and my date of birth is May 2, 1973.

My address is 11 Bailly Drive, Burlington Twp., NJ, 08016, Burlington.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

MODULAR EQUIPMENT LEASE AGREEMENT TERMS & CONDITIONS (05/5/2021)

1. All capitalized terms used and not otherwise defined herein, will have the meanings set forth in the Lease Agreement or other Addenda or Amendments thereto. As used in these terms and conditions, the following definitions shall apply:

“**Lease Agreement**” The “Lease Agreement” and these “Lease Agreement Terms and Conditions” along with any “Addenda” or “Amendments” thereto together comprise the “Lease Agreement” between the parties.

“**Modular Equipment**” shall mean the trailer(s) and/or relocatable, modular, and/or other prefabricated structure(s) supplied by Lessor.

“**Ancillary Products**” shall mean any and all other products or services which are selected by Lessee and provided by Lessor which are offered for rental with, included in, attached to, or appurtenant to the Modular Equipment, and set forth in this Lease Agreement.

“**Equipment**” shall collectively mean the Modular Equipment and the Ancillary Products provided to Lessee by Lessor under this Lease Agreement.

2. **True Lease.** The Lease Agreement is a true lease and not an agreement for sale; and the Equipment is movable, personal property of Lessor and not a fixture. Lessee shall not obtain any ownership interest in the Equipment.

3. **Commitment of Resources.** By signing this Lease Agreement, Lessee authorizes Lessor to proceed with the order for the Equipment and agrees that Lessor may immediately begin incurring costs in preparing the Equipment for Lessee’s use. In the event Lessee terminates this Lease Agreement or wrongfully rejects Equipment prior to the commencement of the Minimum Lease Billing Period (hereinafter defined), Lessee shall be responsible for the payment to Lessor of: a) the costs incurred by Lessor for labor, materials and work executed up to Lessor’s receipt of written notice of termination; b) storage related charges attributable to failed delivery; and c) rent for the Minimum Lease Billing Period.

4. **Delivery; Acceptance; Delay.** Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Unless Lessor receives timely written notice from Lessee, Lessee is deemed to have accepted the Equipment. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the delivery date set forth in the Lease Agreement, Lessee shall pay Lessor a storage fee equal to 50% of the Total Rental Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other rent, charges and fees due. Any such storage fees shall not affect commencement of the Minimum Lease Billing Period.

5. **Term of Lease; Extension.** The term of this Lease Agreement commences upon the date of delivery of the Equipment and ends on the last day of the Minimum Lease Billing Period, as defined in the Lease, or the Extension Period (“Term”). Lessee has no right to cancel or terminate this Lease prior to the Expiration of the Minimum Lease Billing Period. Acceptance of Equipment returned to Lessor prior to expiration of the Minimum Lease Billing Period or any Extension Period does not constitute a release of Lessee’s rental obligations. If Lessee nonetheless prematurely terminates this Lease, Lessee unconditionally agrees to pay a termination/cancellation fee equal to the remaining payments for the unfulfilled Minimum Lease Billing Period, any applicable charges for services or modifications performed by Lessor to make the Equipment ready for Lessee’s use, and any applicable charges related to Ancillary Products, plus the Final Return Charges. Lessor reserves the right to charge fuel surcharges at its discretion. At the end of the Minimum Lease Billing Period or Extension Period, Lessee shall be responsible for any Final Return Charges including, but not limited to, dismantle and return freight charges, fuel surcharges, charged at Lessor’s then prevailing rate at the time of surrender. Lessor has the right to require Lessee to prepay the rental for the last billing period and return freight and knockdown charges. At the end of the Minimum Lease Billing Period, this Lease Agreement is automatically extended on a month-to-month basis on the same terms and conditions until the Equipment is returned to Lessor (the “Extension Period”); except that Lessee’s rental rate shall be automatically adjusted to Lessor’s then prevailing renewal rental rate and Lessor can change or increase any other fee due under the Lease Agreement. After the end of the Minimum Lease Billing Period, either party can terminate this Lease Agreement on thirty (30) days written notice.

6. **Site Suitability; Inspection.** Lessee shall bear the sole responsibility for, and bear any costs necessary to prepare or remediate Lessee’s site to ensure its suitability and stability for placement of the Equipment. Please visit the Site Suitability Addendum to these Terms and Conditions at www.willscot.com for specific site suitability requirements. **LESSEE SHALL NOT STACK THE MODULAR EQUIPMENT UNLESS LESSOR HAS PROVIDED CONSENT TO SUCH STACKING IN WRITING.**

7. **Use; Maintenance; Condition.** Lessee shall use the Equipment solely for commercial business purposes and assumes all responsibility for any and all licenses, permits, certificates, clearances, consents, or approvals as may be required for Lessee’s lawful use, installation, operation, possession and occupancy of the Equipment, including without limitation utility locates, and Lessee shall pay the cost and expenses and comply with all laws rules, regulations and orders of local, state, and federal governmental authorities. This is an absolute net lease. Lessee is solely responsible for routine maintenance, including without limitation janitorial services, pest control, changing of HVAC filters, light bulbs, and ballasts, cleaning (by qualified HVAC technicians only) the HVAC condenser and evaporator coils, refilling HVAC refrigerant, and removal of water, ice and snow from and about the Equipment. Lessee shall, at its sole cost, keep the Equipment clean, in good repair and safe operating condition at all times during the Term in accordance with the Williams Scotsman Service Guide, which Lessee acknowledges receipt. Lessee shall not make any changes in, or to the Equipment and shall not remove any identifying insignia affixed to the Equipment without Lessor’s consent. Lessee shall keep the Modular Equipment properly ventilated and shall not allow any condition to exist that allows standing water to accumulate in, on, or under the Equipment. Damage, deterioration, or contamination of the Equipment due to water exposure is not considered ordinary wear and tear. Lessee is solely responsible for damage due to settling, or caused by moisture or water. Lessor has the right to inspect the Equipment at any time upon reasonable notice, unless due to emergency. If Lessor believes the Equipment to be misused or neglected, Lessor may, with written notice, declare the Lease Agreement in default and repossess the Equipment at Lessee’s sole cost. Lessee assumes full responsibility for any Ancillary Products and/or other items missing from the Equipment upon return. Any special requirements with respect to the Equipment shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment’s compliance with the laws, codes, or requirements of any jurisdiction. Lessee agrees that the Equipment leased hereunder will not be occupied by any person other than Lessee, its agents, employees, or invitees and will not be used for residential or dormitory purposes. **[For Equipment delivered in California: PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938 LESSEE IS HEREBY NOTIFIED THAT THE EQUIPMENT LEASED HEREUNDER HAS NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).]**

8. **Ancillary Products.** Lessee understands that some Ancillary Products originate from third-party suppliers. If Ancillary Products are leased, Lessee’s sole remedies for defects arising during the Term shall be against the manufacturer or third-party supplier thereof, pursuant to the terms of the manufacturer’s or third-party supplier written warranty, if any. Lessee acknowledges and is fully aware of the potential hazards in using the Ancillary Products, and agrees to assume all risk and is responsible for any loss or damage to the Ancillary Products while on lease to Lessee. **WILLIAMS SCOTSMAN DOES NOT OFFER ANY EXPRESS WARRANTY ON ANCILLARY PRODUCTS AND DISCLAIMS ANY IMPLIED WARRANTIES ON ANCILLARY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. **Hazardous Materials.** Lessee shall not have present, any Hazardous Materials, as such term is defined under the law of any jurisdiction, in, on, under, or near the Equipment, unless Lessor shall have first consented in writing to such presence of Hazardous Materials, in which case Lessee shall be solely responsible for handling and disposing of such Hazardous Materials in accordance with applicable law. Lessee shall bear the cost for any necessary testing, inspection, or decontamination of the Equipment determined to be necessary by Lessor. If the Equipment cannot be decontaminated, the Equipment shall be deemed a Total Loss and Lessee assumes full responsibility for the Equipment including the disposal thereof, and shall pay Lessor the Equipment Value as set forth on the Lease Order Agreement plus all applicable Taxes and Fees in accordance with Section 13 herein.

10. **Rent; Fees; Taxes; Late Charges.** Rent for the Equipment begins to accrue upon delivery of the Equipment (the “Delivery Date”). Lessee shall be billed on a 28- day cycle in advance (“Billing Cycle”) at the Rate stated in this Lease Agreement during the Minimum Lease Billing Period, and at the Rate established by Lessor during any Extension Period. Lessor shall not prorate any fraction of a billing cycle. Lessee shall be solely liable for any and all (i) sales and use tax, rental tax, gross receipts tax, transaction privilege tax, value-added tax, goods and services tax, and similar transactional taxes (“Sales Taxes”), (ii) ad valorem, real property, and ownership tax/personal property taxes (“Property Taxes”), and (iii) related third-party fees, other fees and charges (“OFC”) and expenses (“Fees”) (the items set forth in clauses (i), (ii), and (iii), hereinafter referred to as “Taxes

and Fees"). Lessee shall pay, or shall reimburse, Lessor for any Taxes and Fees related to the Equipment, and its value, use, or operation or levied against or based upon the amounts paid or to be paid under this Lease Agreement. **ANY AMOUNTS NOT PAID HEN DUESHALL BE SUBJECT TO AN INTEREST CHARGE OF 1½% PER BILLING CYCLE, OR THE MAXIMUM AMOUNT PERMITTED BY LAW, OF THE AMOUNT IN ARREARS FOR THE PERIOD SUCH AMOUNT REMAINS UNPAID, PLUS AN ADMINISTRATIVE LATE CHARGE OF \$35.00 PER BILLING CYCLE FOR EACH BILLING CYCLE THE INVOICE REMAINS UNPAID.** **Late charges and fees** Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Lease Agreement. Lessor may accept any payment irrespective of endorsement and deposit same without prejudice to its right to recover the balance. Lessee's obligation, without prior notice or demand, to pay rent and all other amounts due hereunder shall be unconditional and not subject to any set off or reduction for any reason whatsoever. Invoices are issued solely for Lessee's convenience. ELECTRONIC BILLING IS THE LESSOR'S PREFERRED BILLING METHOD. LESSEE SHALL PROVIDE A VALID ELECTRONIC MAIL ADDRESS FOR RECEIVING INVOICES. LESSOR'S PREFERRED PAYMENT METHOD IS ACH. LESSOR RESERVES THE RIGHT TO CHARGE AN ADMINISTRATIVE FEE FOR PAPER INVOICE, PAPER CHECK OR SPECIAL BILLING REQUESTS.

11. No Liens. Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

12. Indemnity; Defense. Lessee agrees to indemnify, defend, and hold harmless Lessor, its shareholders, parents, subsidiaries, affiliates, directors, officers, employees, subcontractors, agents, and invitees, from and against any and all losses, claims, costs, and attorneys' fees and expenses, arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, illness of, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return, or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment; and/or (c) the failure of Lessee to maintain and/or correctly and lawfully use the Equipment. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against. The duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to Lessor by any forum.

13. Loss; Damage. Lessee assumes the risk of all loss and damage to the Equipment from all causes. Upon the occurrence of the total loss of any or all of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion), Lessor shall declare the relevant Equipment a "Total Loss". In the event of a Total Loss of the Modular Equipment, Lessee shall pay Lessor on the next date for the payment of rent: the rent then due; plus the value of the Modular Equipment (the "Equipment Value") as stipulated in the Lease Agreement; plus the value of all destroyed Ancillary Products; less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee; plus all applicable Taxes and Fees and/or transfer taxes (together the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligation will terminate and Lessor will transfer available ownership documents to the Modular Equipment to Lessee, unless Lessor agrees in writing to dispose of the Modular Equipment and any destroyed Ancillary Products at Lessee's sole cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Lease Agreement. Any loss or damage to any or all of the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due.

14. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Unless Lessee has elected in writing to participate in Lessor's Property Damage Waiver Program and/or Commercial General Liability Program and pays the required additional fees, Lessee shall carry during the entire Minimum Lease Billing Period and Extension Period liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Ancillary Products value as established by Lessor for the full Term of the Lease Agreement. (C) **General.** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The evidence of insurance must provide Lessor with thirty (30) days prior written notice of any cancellation or termination. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment, or payment of monies due under this Lease Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required evidence of insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then- prevailing rate(s). Payment of Missing or Expired Evidence fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under this Lease.

15. Defaults; Remedies. Each of the following shall constitute an "Event of Default": (1) failure to make any payment within ten (10) days after its due date; (2) failure to perform any other term of this Lease Agreement; (3) abandonment of the Equipment; (4) material misrepresentation or false statement of fact by Lessee; or (5) default under any other agreement with Williams Scotsman. (B) Upon the occurrence of an Event of Default, Lessor may declare this Lease Agreement to be in default, and thereafter may exercise any of the following remedies: (1) Declare immediately due and payable the rent for the Minimum Lease Billing Period and any Extension Period thereof, together with all other unpaid rent, fees, taxes, and charges (including but not limited to delay/storage fees and/or termination charges under this Lease Agreement and/or any other agreement with Williams Scotsman); (2) Repossess and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein and Lessee grants Lessor access and permission to enter the property on which the Equipment is located to remove the Equipment and Lessor shall have the right to remove any locks on the Equipment; (3) Sell or dispose of any of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee with Lessee remaining liable for any deficiency; (4) Terminate this Lease Agreement and/or any other agreement with Lessor; and/or (5) Exercise any other remedy available to Lessor at law. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Lease Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement. If Lessor repossesses the Equipment, and the Equipment contains any property owned or possessed by Lessee, then Lessee authorizes Lessor to take possession and remove and dispose of such property and Lessee shall have no claim against Lessor for such property.

16. Return of Equipment; Termination of Lease. At the end of the Minimum Lease Billing Period, or any Extension Period, Lessee shall take all actions necessary to make the Equipment available to Lessor for recovery using Lessor's standard equipment and process, including without limitation removing all personal property of Lessee, leaving any Ancillary Products in the Equipment, opening/unlocking any enclosure, and providing full access to the site and Equipment. Lessee shall bear all additional charges incurred as a result of any impediment to Lessor's recovery of the Equipment. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs associated with the immediate pick-up of the Equipment. The Equipment shall be returned to Lessor in the same condition as delivered to Lessee, reasonable ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee hereby consents to entry by Lessor or its designees upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration, including without limitation restoration of plants or landscaping. Lessor shall not be liable for any damage to any personal property left in or on the Equipment or for keeping or storing any personal property of Lessee left in or on the Equipment. Such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Notwithstanding anything to the contrary herein, Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing cleaning, or otherwise restoring the Equipment to its condition when delivered in accordance with Lessor's standard rates.

17. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration

of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, excessive wear and tear, failure to properly maintain the HVAC system and/or failure to provide timely notice to Lessor. The repair of the Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO CONDITIONS, COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES OR OTHER PROVISIONS, EXPRESS OR IMPLIED, COLLATERAL, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS PROVIDED HEREIN OR UNLESS EXPRESSLY CONSENTED TO IN WRITING BY BOTH LESSOR AND LESSEE.**

18. Limitation of Liability. Lessee's exclusive remedies for Lessor's breach of this Lease are limited to those set forth in this Lease Agreement. Lessee agrees that under no circumstances shall Lessor's liability exceed the total rental amount for the Minimum Lease Billing Period (excluding taxes). **NOTWITHSTANDING ANY OTHER PROVISION HEREIN, LESSOR SHALL HAVE NO LIABILITY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS, OR EXPENSES, INCLUDING WITHOUT LIMITATION LOST USE, PROFITS, OR BUSINESS OPPORTUNITIES, ARISING FROM THIS LEASE AGREEMENT, THE EQUIPMENT, THE WRITTEN WARRANTY, OR ANY OTHER CAUSE OR FACTOR.**

19. Miscellaneous. (a) Time is of the essence with respect to this Lease Agreement. (b) This Lease Agreement, when signed by Lessee, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee are superseded and replaced in their entirety by the terms and conditions of this Lease Agreement and shall have no binding effect upon Lessor, its agents, and its employees. Acknowledgement by Lessor of any Lessee documents shall be only for Lessee's billing purposes only. (c) Lessee shall not assign this Lease Agreement or sublet the Equipment without the prior written consent of Lessor. This Lease Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee. Lessor reserves the right to charge Lessee and Lessee agrees to promptly pay for any Equipment, material or labor furnished by Lessor which is not described in this Lease Agreement and/or in the Williams Scotsman Proposal, if applicable ("Extra Work"); (d) If any provision of this Lease Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 12 would be in violation of or otherwise prohibited by any applicable law, then Section 12 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (e) The obligations of Lessee under Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 18 and 19 which accrue upon execution of this Lease Agreement, shall survive the termination of this Lease Agreement. (f) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to substitute performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. Failure of Lessor to exercise any right or remedy herein, or the waiver by Lessor of any breach, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or remedies. (g) Lessor shall not be responsible for delays beyond its control. (h) The delivery, installation, takedown, return and/or any work related to the Equipment as agreed to by Lessor and Lessee in the Lease Order Agreement or any amendment thereto will be performed by Lessor using its standard workforce and labor rates unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessee agrees that Lessor may use Lessor subcontracted workers for the performance of any work.. (i) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, checks, and drafts related to the payment of any loss, damage, or defense under policies of insurance required by this Lease Agreement. (j) this Lease Agreement shall be governed by and interpreted under Maryland law. All legal actions arising out of or related to this Lease Agreement shall be filed and conducted exclusively in a state or federal court in Maryland. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity and Lessee waives any and all rights granted under the UCC. **LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS LEASE AGREEMENT.** (k) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (l) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Lease Agreement or any Amendment hereto, or on counterpart copies of the foregoing documents. Any such signature shall be treated as an original signature for all purposes; however no signature is required by Lessor. (l) Each party is hereby authorized to accept and rely upon documents in paper or electronic format. (m) Lessor may amend these terms and conditions from time-to-time and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed to take precedence.

EXHIBIT “C”
CONTRACTOR’S PROPOSAL

Attached Behind This Page



EXHIBIT C

Contractor's Proposal

Proposal For:

Fire Station Training Building

Prepared For:

City of Milpitas

Submitted By:

Leo Nieblas

&

Greg Gulley

Date:

April 9, 2024

Contents

- Proposed Drawings
- Building Specifications
- Scope of Work
- Project Clarifications
- Project Pricing

This is a detailed architectural floor plan of a building. The plan includes the following rooms and features:

- Rooms and Dimensions:**
 - TRAINING/MEETING: 100, 673 SF
 - IT CL: 101, 30 SF
 - OPEN OFFICE: 110, 113 SF
 - OFFICE: 111, 111 SF
 - OFFICE: 112, 112 SF
 - OFFICE: 113, 113 SF
 - OFFICE: 114, 114 SF
 - OFFICE: 115, 115 SF
 - OFFICE: 116, 116 SF
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Building Specifications

Project Name: Milpitas Fire Training

Building Type	Office	Type of Building	V-N	Tag
			State	
			California	
Building SF	2160	Length 60	Width 36	
Design Loads:	Floor	Walls	Roof	
	50psf	Vult=140mph, 3 sec, exp B	20 lb	
Frame	I-Beam	10		
	Axles	4		
	Tires	Yes		
	Hitch	Detachable		
Floor System	Floor Joist	2x8 #2&Btr KD		
	Floor Rims	7.25 Micro-Lam		
	Offset Rims	2x4 #2&Btr KD		
	Decking 1st Layer	3/4 cdx		
		1/4 ccp Entire Floor		
	Decking 2nd Layer	Area		
		R-30 Cellulose /		
	Insulation	Fiberglass		
Exterior Finish	Exterior Siding	T1-11		
	Corner Trims	Wood Trim - Corners		
	Fascia Trims	Wood Trim - Fascia		
		Wood Trim -		
	Window Trims	Windows		
	Sheathing	None		
	Studs	2x6 Stud Grade KD		
	Insulation	R-21		
Interiors				
Finish	Sheet Vinyl - Mohawk	nNone		
	Livi			
	V.C.T. 1/8"	Thru Out Building		



	Carpet 26oz Nylon Tiles	None	
	Base	Mecer Rubberlyte 4"	Thru Out
	Ceiling Height	8 ft.	
		Vinyl Wrapped	
	Wall Covering	Sheetrock	
	Mini-Blinds	Qty - None	
		To Match Interior	
	Window Trims	Door Finish	
		Fully Adhered	
Roof	Roof Covering	EPDM or TPO	
	Sheathing	5/8 edge gold	
	Rafters	2x10 #2&Btr KD	24 "o.c. - 0.25 /12 Roof Pitch
	Insulation	R-38	
	Ceiling	T-Bar	
Windows and Doors	Exterior Door	Qty - 1	3/ox6/8 Hm/Hm KD w Half lite
	Exterior Door	Qty -	Store Fronts 6/ox7/o
	Exterior Hardware	D53PD Rhodes Lever	Closer LCN 4041 or equal
	Window-Vinyl	Qty - 9	4/ox4/o HS Low E DG Vinyl
	Interior Door	Qty - 11	3/ox6/8 SC Alpine Oak w timely
	Interior Hardware	A10S Rhodes/Lever	A40S Rhodes/Lever on Restroom Doors
Accessories	Shelving	None	
		As Shown on	
	Cabinetry	Drawings	Style: Total-Pro Auburn
	TP Disp	Qty -	2
	18x36 Glass Mirror	Qty -	2
	Grab bars	Qty -	2
	Shower Curtain	Qty -	1
Appliances	None		
Mechanical System	HVHP 11EER WH Unit	Qty - 3	
	Heat	10 Kw	
	Cooling	3.0 Tons	
	Thermostat	Programmable	
	Plenum Walls	Yes	
	Ductwork	Sheet Metal	
Plumbing	Refer H2O	Qty -	1
	Toilets HC	Qty -	2
	Bar sink	Qty -	1



Sinks	Qty -	2
Hot water heater	Qty -	1
Mop sink	Qty -	1
Shower HC w/Seat	Qty -	1
Supply Piping	Wirsbo	
Waste Piping	ABS	
Sprinkler System	Yes	without Backflow Preventor

Electrical System

Panel	(3) 100 amp 120/240 panel 1 phase NEMA 3	
Wiring System	Conduit & MC Cable	
Recepts	Qty - 42	120 volt duplex plug
Recepts	Qty - 5	120 volt GFI duplex plug
Recepts	Qty - 6	120 volt weather proof plug w cover
Switches	Qty - 11	Switch
Switches	Qty - 2	3 way Switch
Switches	Qty - 1	Misc Wa Controls
Lights	Qty - 18	2X4 T-Bar Fixtures with LED lamps
Bath Light's	Qty - 2	Toilet wall bracket with 2 60 watt A19 lamp
Exhaust Fans	Qty - 2	Ceiling fan rated at 110 C.F.M
Porch Lights	Qty - 2	MBS standard Porchlight fixture with LED lamp w/PE
Data J-Box/Conduit	Qty - 26	Install 2x4 J-Box with conduit stubbed into ceiling cavity.

Project Clarifications

Technical Clarifications

General Construction:

This proposal is based on WillScot providing a building, which meets or exceeds the requirements for the State of California. Any additional requirements or directives by local inspectors and/or other agencies shall be the responsibility of the Customer, and the Customer shall be responsible for providing such information to WillScot.

WillScot's price and schedule are based on the assumption that the site is environmentally clean and has no subsurface conditions. If any are found, the Customer would be responsible for the remediation of pre-existing environmental conditions and the removal/displacement of subsurface conditions found at the project site.

WillScot standard building materials and installation methods have been provided for this building unless otherwise noted.

This proposal and pricing are subject to a full design and review process.

WillScot will provide all permits necessary for the manufacture and delivery of the modules to the site.

All dimensions provided are nominal.

WillScot is providing manufacturers shop drawings only. Any other drawings, certifications and/or tests required are to be supplied by others

WillScot will provide all permits necessary for the manufacture and delivery of the module(s) to the site. The Customer shall obtain and be responsible for all plan reviews and permits required by the local jurisdictions. Customer, prior to delivery, shall have obtained all necessary approvals and permits required for the installation of the equipment. Customer will indemnify and hold WillScot harmless from and against any fines, penalties and liabilities that may arise from the failure of Customer to obtain any necessary permits.

In the event that any act or omission by Customer, including the failure of Customer to complete any work or obtain any permits for which it is responsible, or Customer's failure to make the site available and ready causes a delay in substantial completion, Customer will be liable for any additional costs incurred by WillScot to the extent caused by such delay.

The preliminary project schedule shall be mutually negotiated and agreed to by the parties upon execution of the agreement.

The pricing provided herein is based on Non-Union Labor with DOL Prevailing Wage

The Customer shall be responsible for site security.

NOTE: "others" denotes not by WillScot, or its agents, employees and/or subcontractors.

Schedule:

The WillScot proposal is based on a standard 40-Hour work week. Overtime, weekend or holiday labor, if required, may result in additional costs.

Building:

The Owner shall approve the manufacturer's shop drawings prior to fabrication of the modular facilities.

Technical Clarifications

Proposed building does not include exterior Fire Rated assemblies. If Fire Rated assemblies are required, due to the location of the module(s) to existing/proposed buildings and/or property lines, WillScot will provide at an additional cost.

Site:

WillScot assumes the minimum required distance from any and all assumed and/or common property lines.

WillScot shall not be responsible for any and all environmental and/or subsurface conditions including but not limited to rock, unsuitable soil conditions, hazardous materials, etc.

All pricing is based on normal level site conditions or standard modular set-up procedures.

WillScot assumes clear access in all directions with off-street staging area. Customer shall provide parking control during staging and set-up as required.

Site work removal or relocation of obstructions (above or below ground) is not in the contract. Standard "ROCK CLAUSE" applies.

Assume level site within 8" over total area of complex.

WillScot for reasons of safety and schedule considerations fully expects that the portable site be clear of all other trades and any excavations or ditches caused by those trades until such a time that the "Modular Buildings" are in place and anchored, and that access to the portable site will not be constrained by other subcontractors of trades that are not contained in our scope of work.

Excavated dirt shall be stockpiled on site for removal by others.

Customer is responsible to ensure the site grading allows water to run off away from the proposed buildings. The customer is also responsible to ensure the proper grading is maintained while the buildings are on site to assure that water is not present under the structure.

A staging area located adjacent to the work site.

Suitable and acceptable access to the site for the module size(s) to be provided.

No dewatering of subsurface water.

All underground obstructions, if any, within the proposed building envelope/work area to be located and marked above grade, by others.

Storm water management/erosion and sedimentation control by others.

This proposal excludes any provisions for winter conditions

WillScot assumes that all site electrical, fire water supply, domestic water supply and sewer are sized to provide adequate supply to the modular building, are per code and are permitted by the local AHJ . Should any system not be sufficiently sized, Owner would be responsible for the cost to adjust any system to provide sufficient supply/volume to the new modular building.

Foundation:

Assume minimum 1,500 PSF soil compaction at grade and/or frost line.

A soils test may be required by the local building department to support the foundation design. The cost of the soil test and any design changes resulting from this report will be the responsibility of the Customer.

Technical Clarifications

WillScot assumes no responsibility for the design and/or installation of any subsurface foundations including, but not limited to soil bearing capacity, materials, workmanship, construction methods or the suitability thereof. Also, this proposal is based on all foundation work being completed, cured, acceptable for all intended loads and free of obstructions prior to time of delivery of modules

Building Installation/Setup:

Placement of module(s) to be accomplished by the use of truck

Wheels and axles to remain and stored under module(s). Hitches will be removed and stored under module(s). If existing axles are not usable then new building axles may be considered for use.

Substantial Completion

Substantial completion shall be signed at the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.



Project Pricing

Building	\$465,077.00
Transportation	\$29,539.00
Installation	\$32,914.00
Skirting	\$6,095.00
Total - Building / Delivery / Install	\$533,625.00
Decks / Ramps	\$24,818.00
General Conditions	\$23,447.00
Foundations	\$57,974.00
Plumbing	\$10,100.00
Fire Suppression	\$18,700.00
Electrical	\$9,379.00
Voice, Data	\$8,658.00
Removal of Existing Modular Building	\$50,938.00
Performance and Payment Bonds	\$12,101.00
Total Additional Items	\$216,115.00
Sub Total	\$749,740.00
Estimated Taxes	\$69,154.00
TOTAL	\$818,894.00

EXHIBIT “D”

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement 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 the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

☐ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☒ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☐ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

☒ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

☐ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

☐ Garage keepers’ extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

X (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

___ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

☐ Bid Bond
☒ Performance Bond
☒ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

☒ **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

☐ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

☒ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

☒ **Waiver of Subrogation:**

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect 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 Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

— Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions (“SIR”):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

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 City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

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 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 Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos

exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or 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.

Special Risks or 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.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Attachment 4

Construction Contingency for Fire Station No. 1 Modular Building, Project No. 3465.

City of Milpitas Municipal Code: Title 1 – Administration, Chapter 2 – Purchasing, Section 3 – Procurement Methods and Procedures, I-2-3.21 - Authority to Modify Contracts Awarded by City Council

Contract Amount	Individual Change Order Authority	Cumulative Change Order Authority
Less than or equal to \$100,000	10% of Award or \$10,000 Whichever is less	15% of Award or \$15,000 whichever is less
Over \$100,000	10% of Award or \$20,000 Whichever is less	15% of Award or \$40,000 whichever is

Staff recommends authorizing the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$100,000 for Fire Station No.1 Modular Building, Project No. 3465.

**Construction Award
Award Amount**
\$818,894.00

**Individual Administrative
Change Order Authority**
N/A

**Cumulative
Change Order Authority**
\$100,000



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve the Final Map, Tract No. 10622, and Approve a Subdivision Improvement Agreement between the City of Milpitas and Pulte Home Company, LLC for a Residential Project at 1355 California Circle (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2024
Recommendation:	(1) Approve the Final Map, Tract No. 10622, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and (2) Approve and authorize the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Pulte Home Company, LLC, for a Residential Project at 1355 California Circle.

BACKGROUND:

On November 7, 2023, the City Council approved a Site Development Permit No. SD22-0003, Conditional Use Permit No. UP22-0001, Vesting Tentative Map No. MT22-0001, and Environmental Assessment No. EA22-0002 to allow construction of a 131-unit townhome-style condominium subdivision comprised of thirteen multi-family residential buildings up to 51 feet in height (three to four stories), and a 75-unit residential apartment building up to 78 feet in height (six stories), with 393 vehicle parking spaces, a 0.32-acre internal park, and associated site improvements, located on a 6.7 acre site at 1355 California Circle ("Development"). This Project is known as California Circle, and the developer is Pulte Home Company, LLC (Developer).

ANALYSIS:

The Final Map, Tract No. 10622, for the Development is now complete and ready for approval by the City Council. The City Engineer has examined the Final Map and determined that it is substantially in conformance with the approved Vesting Tentative Map and finds that it conforms to all requirements of the State of California Subdivision Map Act and Milpitas Municipal Code, and the terms and conditions of the Vesting Tentative Map. The Developer has offered required dedications to the City for public use, including easements for streets, services and utilities, and emergency vehicle access purposes, as depicted on the Final Map. Staff recommends the City Council approve the final map and accept the dedications, subject to completion and acceptance of public improvements to be installed by the Developer.

The Developer has agreed to enter into a Subdivision Improvement Agreement (SIA) with the City for the construction of off-site public improvements for the Project which will be completed with the on-site work. The public improvements will be accepted by the City after final map approval and completion of construction. Offsite public improvements to be constructed and accepted by the City include asphalt concrete pavement, driveway approaches, landscaping, sidewalk, signing and striping, streetlights, sectional liners for the City sanitary sewer main in California Circle along the Project frontage, utility mains and services, and other miscellaneous items of work identified on the improvement plans. The improvements will be completed within 1 year from the date of the SIA, and the work is guaranteed by bonds or similar securities to be posted by the Developer in the amount of \$1,983,015.

The City Engineer has reviewed the public improvement plans (2-1451) and is recommending the City Council approve the Subdivision Improvement Agreement to allow for the construction of public improvements after final map approval.

The parcels associated with the Final Map is subject to annexation into the Community Facilities District No. 2005-1 (CFD 2005-1) and will be brought to City Council for consideration in August 2024.

POLICY ALTERNATIVE(S):

Alternative: Deny approval of Final Map and Subdivision Improvement Agreement.

Pros: None

Cons: The denial of approval of the Final Map and Subdivision Improvement Agreement will cause the lot to remain vacant and undeveloped. The City would not benefit from the addition of 131 new townhome-style condominiums.

Reason for Not Recommending: Staff recommends approval of Final Map and Subdivision Improvement Agreement to allow the Development to move forward.

FISCAL IMPACT:

The Developer reimbursed the city for costs associated with plan review, permitting and construction inspection for off-site public improvements constructed by the Developer. The City will have perpetual ownership and maintenance responsibilities for the improvements following construction and acceptance, after the 1-year warranty period of the Project. The Public Works Department provides funding for future maintenance of newly accepted City infrastructure through their operating budget.

California Environmental Quality Act (CEQA):

On November 7, 2023, the City Council approved Resolution No. 9281 certifying an Environmental Impact Report (EIR) pursuant to Public Resources Code Section 21080(d) and 21082.2(d) and CEQA Guidelines Section 15064. The Planning Division conducted an initial environmental assessment (P-EA22-0002) of the project in accordance with the California Environmental Quality Act (CEQA). The assessment concluded that the Project's proposed amendment of the Zoning Map of the City of Milpitas to change the Zoning Classification of the project site (APN 022-38-007) from the MP Industrial Park Zoning District to the MXD Mixed Use Zoning District necessitates preparation of a subsequent EIR associated with the Project. The City Council subsequently reviewed the potential significant environmental impacts identified in the EIR and determined that the benefits of the Project outweigh its potential significant environmental impacts.

RECOMMENDATION:

1. Approve the Final Map, Tract No. 10622, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and
2. Approve and authorize the City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Pulte Home Company, LLC.

Attachment(s):

Attachment 1: Final Map, Tract No. 10622

Attachment 2: Subdivision Improvement Agreement

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT HE/SHE/THEY IS/ARE THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE TRACT BOUNDARY LINE OF THIS FINAL MAP ENTITLED "TRACT 10622, CALIFORNIA CIRCLE, CITY OF MILPITAS, SANTA CLARA COUNTY, CALIFORNIA", CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT HE/SHE/THEY CONSENT/S TO THE PREPARATION AND FILING OF SAID MAP; THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY THEIR NUMBER AND PRECISE WIDTH AND LENGTH; AND THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF GROUND RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARIES, COURSES, AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS OVER, UNDER, AND UPON ANY AREA OR STRIP OF LAND DESIGNATED AS "PSUE" (PUBLIC SERVICE AND UTILITY EASEMENT), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, DEDICATED TO THE CITY OF MILPITAS FOREVER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE UTILITY STRUCTURES AND APPURTENANCES. SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS OVER AND UPON ANY AREA OR STRIP OF LAND DESIGNATED AS "SE" (SIDEWALK EASEMENT), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, DEDICATED TO THE CITY OF MILPITAS FOREVER FOR SIDEWALK PURPOSES AND APPURTENANCES THERETO AND THE RIGHT TO CONSTRUCT, INSTALL, USE AND REPLACE A PUBLIC SIDEWALK, SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS OVER AND UPON ANY AREA OR STRIP OF LAND DESIGNATED AS "PAE" (PUBLIC ACCESS EASEMENT), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, FOR PEDESTRIAN INGRESS AND EGRESS PURPOSES. THE PERPETUAL MAINTENANCE OF IMPROVEMENTS WITHIN THE EASEMENT AREA SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS OVER AND UPON ANY AREA OR STRIP OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, DEDICATED TO THE CITY OF MILPITAS FOREVER FOR THE PURPOSE OF INGRESS AND EGRESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT.

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THE SUBDIVISION, THEIR LICENSES, VISITORS AND TENANTS WITH MAINTENANCE THEREOF BY THE HOMEOWNERS ASSOCIATION ALL IN ACCORDANCE WITH THE DECLARATIONS OF COVENANT CONDITIONS AND RESTRICTIONS CREATED FOR TRACT 10622: THERE ARE ALSO SHOWN ON THE HEREON MAP AREAS OF LAND DESIGNATED AND DELINEATED AS "PIEE" (PRIVATE INGRESS AND EGRESS EASEMENT) TO BE RESERVED AS PRIVATE ACCESS EASEMENTS FOR THE PRIVATE USE OF THE OWNERS OF THOSE LOTS ADJOINING EACH SUCH EASEMENT, THEIR LICENSEES, VISITORS, AND TENANTS. SAID EASEMENT IS NOT OFFERED, NOR ACCEPTED FOR DEDICATION BY THE CITY OF MILPITAS.

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THE SUBDIVISION, THEIR LICENSES, VISITORS AND TENANTS WITH MAINTENANCE THEREOF BY THE HOMEOWNERS ASSOCIATION ALL IN ACCORDANCE WITH THE DECLARATIONS OF COVENANT CONDITIONS AND RESTRICTIONS CREATED FOR TRACT 10622: THERE ARE ALSO SHOWN ON THE HEREON MAP, EASEMENTS FOR STORM DRAINAGE PURPOSES, DESIGNATED AND DELINEATED AS "PSDE" (PRIVATE STORM DRAINAGE EASEMENT) AND "PSSE" (PRIVATE SANITARY SEWER EASEMENT) FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE STORM DRAINAGE FACILITIES. THESE EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS. THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE STORM DRAINAGE FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PARCEL OWNERS BENEFITED, AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID EASEMENTS ARE NOT OFFERED, NOR ARE ACCEPTED FOR DEDICATION BY THE CITY OF MILPITAS.

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THE SUBDIVISION, THEIR LICENSES, VISITORS AND TENANTS WITH MAINTENANCE THEREOF BY THE HOMEOWNERS ASSOCIATION ALL IN ACCORDANCE WITH THE DECLARATIONS OF COVENANT CONDITIONS AND RESTRICTIONS CREATED FOR TRACT 10622:

THERE ARE ALSO SHOWN ON THE HEREON MAP, EASEMENTS FOR SURFACE DRAINAGE RELEASE PURPOSES, DESIGNATED AND DELINEATED AS "PSDRE" (PRIVATE SURFACE DRAINAGE RELEASE EASEMENT) FOR SURFACE FLOW OF STORM WATER ON OR OVER THOSE CERTAIN STRIPS OF LAND IDENTIFIED HEREIN FOR THE BENEFIT OF LOTS 1 THROUGH 13. THESE EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS. FURTHER, THE SURFACE ELEVATIONS OF SAID EASEMENT SHALL NOT BE ALTERED WITHOUT THE WRITTEN CONSENT OF PARCEL OWNER BENEFITED. THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE SURFACE DRAINAGE RELEASE FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PARCEL OWNER BENEFITED, AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS. SAID EASEMENT IS NOT OFFERED, NOR IS IT ACCEPTED FOR DEDICATION BY THE CITY OF MILPITAS.

THE REAL PROPERTY DESIGNATED AS LOTS A, B, C, D, E, F AND G ARE FOR THE PURPOSE OF A PRIVATE STREET. SAID PRIVATE STREET IS NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE OF SAID PRIVATE STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION GOVERNING TRACT 10622.

THE REAL PROPERTY DESIGNATED AS LOTS H, I, J, K, L, M, N, O, P, Q AND R ARE RESERVED AS COMMON AREAS AND ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE OF SAID AREAS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION GOVERNING TRACT 10622.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES AND/OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

OWNER

AG EHC II (PHM) CA 2, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: Steven S. Benson

DATE: 6/10/24

NAME: Steven S. Benson

ITS: Manager of Essential Housing Asset Management, LLC,
Authorized Agent of AG EHC II (PHM) CA 2, L.P.

TRACT 10622

FOR CONDOMINIUM PURPOSES
CONSISTING OF SEVEN (7) SHEETS

REAL PROPERTY IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL D, SO DESIGNATED AND DELINEATED ON THE PARCEL MAP RECORDED JUNE 6, 1983 IN BOOK 513 OF MAPS, AT PAGES 31 AND 32, SANTA CLARA COUNTY RECORDS.

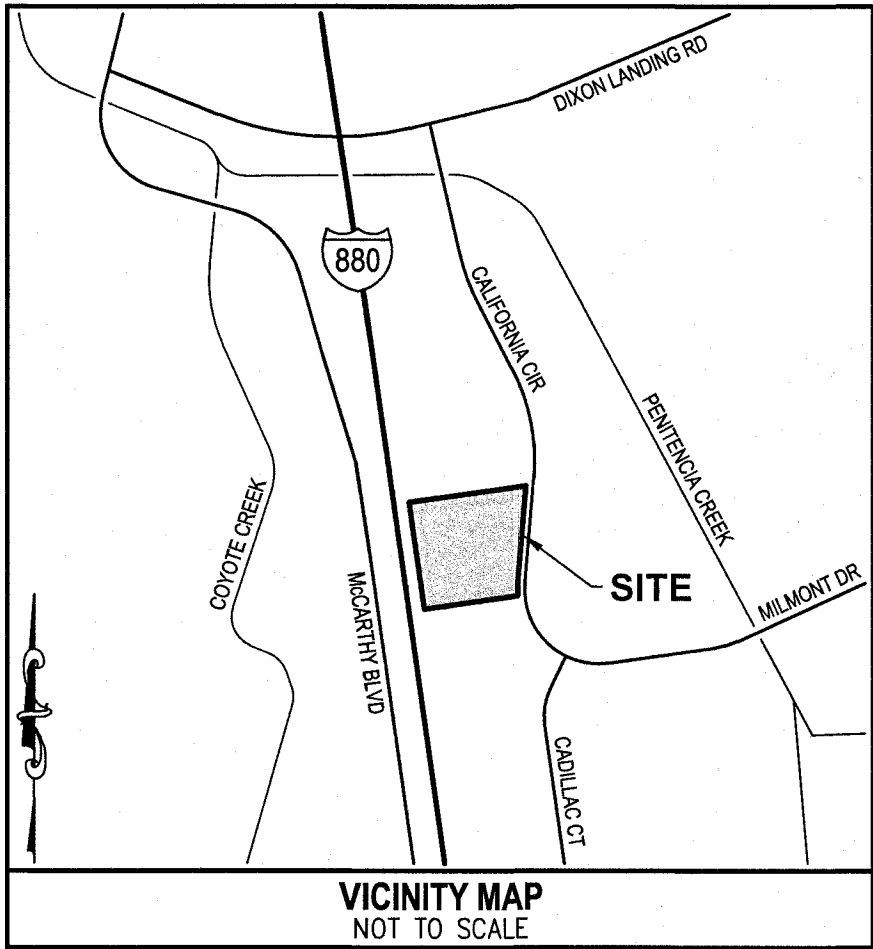
DATE: JUNE 2024



Civil
Engineering
Associates

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28 Railway Avenue
Campbell, CA 95008



OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ~~CALIFORNIA~~ Arizona
COUNTY OF ~~SANTA CLARA~~ Maricopa

ON June 10, 2024, BEFORE ME, Jaime Marie Adams, A NOTARY PUBLIC,

PERSONALLY APPEARED Steven S. Benson
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ~~CALIFORNIA~~ Arizona THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Jaime Marie Adams

NAME (PRINT) Jaime Marie Adams

PRINCIPAL PLACE OF BUSINESS Maricopa County, Arizona

MY COMMISSION NUMBER 607030

MY COMMISSION EXPIRES 07/01/2025

SOILS AND GEOTECHNICAL REPORT

A GEOTECHNICAL REPORT, DATED OCTOBER 5, 2023, HAS BEEN PREPARED BY CORNERSTONE EARTH GROUP, SIGNED BY DIANA LIN, C92408 AND JOHN DYE, GE2582, FOR THIS SUBDIVISION AND IS ON FILE WITH THE CITY OF MILPITAS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PULTE HOMES ON SEPTEMBER 9, 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SEPTEMBER, 2028, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Earl E. Woods
EARL E. WOODS
LS NO. 4849



DATE: 6/5/2024

CITY ENGINEER'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP; THAT THE SUBDIVISION AS SHOWN THERIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

MICHAEL SILVEIRA, PE
CITY ENGINEER, CITY OF MILPITAS
RCE NO. 83869



DATE: _____

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DEAN A. JURADO, PLS NO. 9032
CITY SURVEYOR, CITY OF MILPITAS

DATE: _____

CITY CLERK'S CERTIFICATE

I, SUZANNE GUZZETTA, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON _____, 20____, HAS TAKEN THE FOLLOWING ACTIONS:

- APPROVED THIS TRACT MAP.
- ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE CITY OF MILPITAS, ALL EASEMENTS, PSUE (PUBLIC SERVICE AND UTILITY EASEMENT), SE (SIDEWALK EASEMENT), EVAE (EMERGENCY VEHICLE ACCESS EASEMENT), AS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

SUZANNE GUZZETTA
CITY CLERK, CITY OF MILPITAS

DATE: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____, M., IN

BOOK _____ OF MAPS AT PAGES _____ SANTA CLARA COUNTY RECORDS, AT THE REQUEST OF FIRST AMERICAN TITLE INSURANCE COMPANY.

FILE NO. _____

REGINA ALCOMENDRAS, COUNTY RECORDER
SANTA CLARA COUNTY, CALIFORNIA

FEE \$ _____

BY: _____
DEPUTY

SHEET 1 OF 7 FILE NAME: 1 20158FM

FOR CONDOMINIUM PURPOSES
CONSISTING OF SEVEN (7) SHEETS

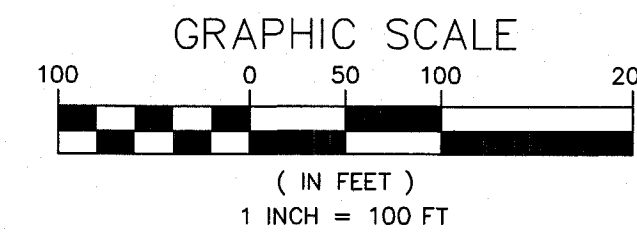
PARCEL D, SO DESIGNATED AND DELINEATED ON THE PARCEL MAP RECORDED JUNE 6, 1983
IN BOOK 513 OF MAPS, AT PAGES 31 AND 32, SANTA CLARA COUNTY RECORDS.

DATE: JUNE 2024



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Campbell, CA 95008



1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER IS 6.693 ACRES, MORE OR LESS.
3. THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THIS SUBDIVISION.

THE RESULTING BEARING OF NORTH 29°32'03" WEST BETWEEN TWO FOUND MONUMENTS ON CALIFORNIA CIRCLE, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORDED IN BOOK 508 OF MAPS AT PAGE 38-40, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
FD	FOUND
MON	MONUMENT
O.R.	OFFICIAL RECORDS
PIE	PRIVATE INGRESS EGRESS EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSDR	PRIVATE STORM DRAIN RELEASE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
(R)	RADIAL BEARING
SFNF	SEARCHED FOR NOT FOUND
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
SDE	STORM DRAIN EASEMENT
(T)	TOTAL

	DISTINCTIVE BOUNDARY
	RIGHT OF WAY
	NEW LOT LINE
	EXISTING LOT LINE
	CENTER LINE
	NEW EASEMENT LINE
	EXISTING EASEMENT LINE
	BOUNDARY TIE
	NO ACCESS LINE
	FOUND BRASS DISK IN CITY MONUMENT WELL (AS NOTED)
	SET STANDARD CITY MONUMENT, MONUMENT BOX W/ 2½" BRASS DISK IN CONCRETE, TAGGED LS 9717
	FOUND IRON PIPE (AS NOTED)
	SET ¾" IRON PIPE OR NAIL & TAG, TAGGED LS 9717
	RECORD DATA W/ REFERENCE

(100.00') [1]

[1] PARCEL MAP - 513 M 31-32
[2] PARCEL MAP - 508 M 38-40
[3] PARCEL MAP - 520 M 37-38

FOR CONDOMINIUM PURPOSES
CONSISTING OF SEVEN (7) SHEETS

PARCEL D, SO DESIGNATED AND DELINEATED ON THE PARCEL MAP RECORDED JUNE 6, 1983
IN BOOK 513 OF MAPS, AT PAGES 31 AND 32, SANTA CLARA COUNTY RECORDS.



**Civil
Engineering
Associates**

28 Railway Avenue
Campbell, CA 95008

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EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
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PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
(R)	RADIAL BEARING
SFNF	SEARCHED FOR NOT FOUND
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
SDE	STORM DRAIN EASEMENT
(T)	TOTAL

	DISTINCTIVE BOUNDARY
	RIGHT OF WAY
	NEW LOT LINE
	EXISTING LOT LINE
	CENTER LINE
	NEW EASEMENT LINE
	EXISTING EASEMENT LINE
	BOUNDARY TIE
	NO ACCESS LINE
	FOUND BRASS DISK IN CITY MONUMENT WELL (AS NOTED)
	SET STANDARD CITY MONUMENT, MONUMENT BOX W/ 2 1/2" BRASS DISK IN CONCRETE, TAGGED LS 9717
	FOUND IRON PIPE (AS NOTED)
	SET 3/4" IRON PIPE OR NAIL & TAG, TAGGED LS 9717
(100.00') [1]	RECORD DATA W/ REFERENCE

SHEET 3 OF 7 FILE NAME: 3_20158FM

TRACT 10622

FOR CONDOMINIUM PURPOSES
CONSISTING OF SEVEN (7) SHEETS

REAL PROPERTY IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

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DATE: JUNE 2024



Civil Engineering Associates

Civil Engineers • Planners • Surveyors

28 Railway Avenue
Campbell, CA 95008

NOTES

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- THE AREA WITHIN THE DISTINCTIVE BORDER IS 6.693 ACRES, MORE OR LESS.
- THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THIS SUBDIVISION.

BASIS OF BEARINGS

THE RESULTING BEARING OF NORTH 29°32'03" WEST BETWEEN TWO FOUND MONUMENTS ON CALIFORNIA CIRCLE, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORDED IN BOOK 508 OF MAPS AT PAGE 38-40, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.

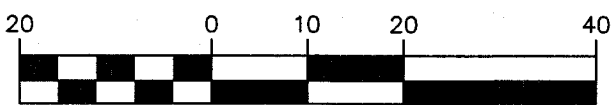
ABBREVIATIONS

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
FD	FOUND
MON	MONUMENT
O.R.	OFFICIAL RECORDS
PIEE	PRIVATE INGRESS EGRESS EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSDRE	PRIVATE STORM DRAIN RELEASE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
(R)	RADIAL BEARING
SFNF	SEARCHED FOR NOT FOUND
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
SDE	STORM DRAIN EASEMENT
(T)	TOTAL

LEGEND

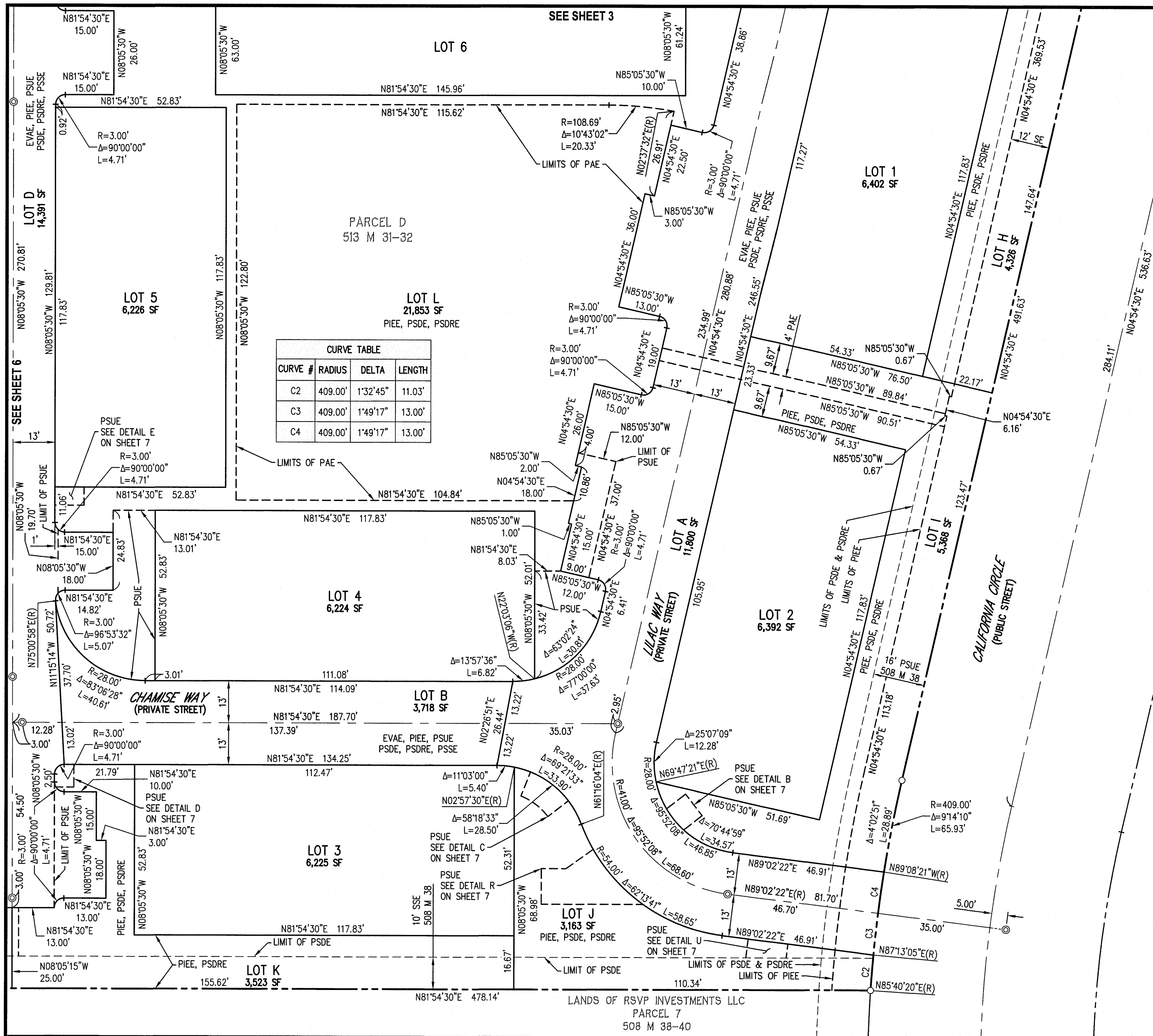
---	DISTINCTIVE BOUNDARY
---	RIGHT OF WAY
---	NEW LOT LINE
---	EXISTING LOT LINE
---	CENTER LINE
---	NEW EASEMENT LINE
---	EXISTING EASEMENT LINE
---	BOUNDARY TIE
---	NO ACCESS LINE
●	FOUND BRASS DISK IN CITY MONUMENT WELL (AS NOTED)
⊙	SET STANDARD CITY MONUMENT, MONUMENT BOX W/ 2 1/2" BRASS DISK IN CONCRETE, TAGGED LS 9717
●	FOUND IRON PIPE (AS NOTED)
○	SET 3/4" IRON PIPE OR NAIL & TAG, TAGGED LS 9717
(100.00') [1]	RECORD DATA W/ REFERENCE

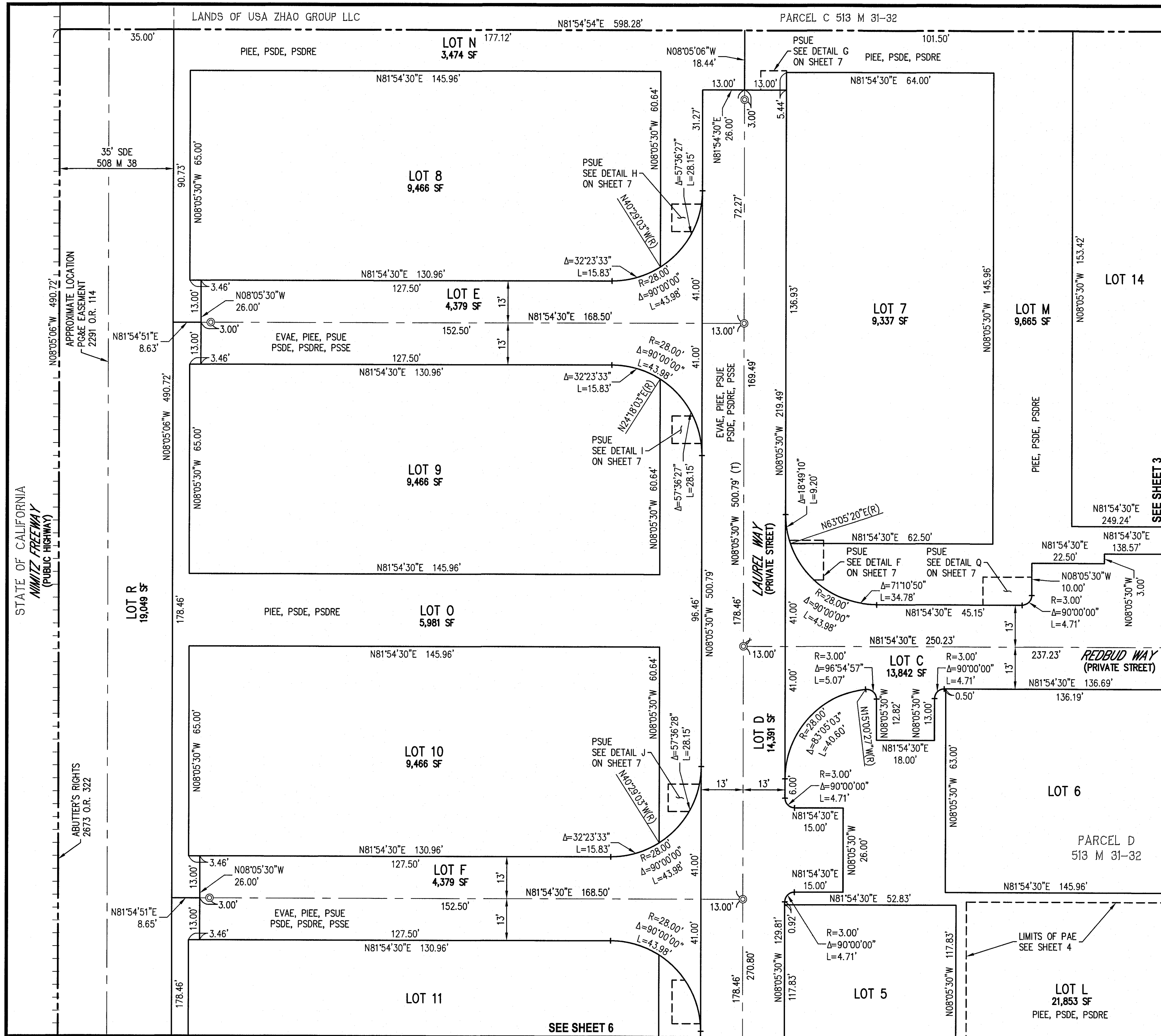
GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT

SHEET 4 OF 7 FILE NAME: 4 20158FM





TRACT 10622

FOR CONDOMINIUM PURPOSES
CONSISTING OF SEVEN (7) SHEETS

REAL PROPERTY IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

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DATE: JUNE 2024



Civil Engineering Associates

Civil Engineers • Planners • Surveyors

28 Railway Avenue
Campbell, CA 95008

NOTES

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- THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THIS SUBDIVISION.

BASIS OF BEARINGS

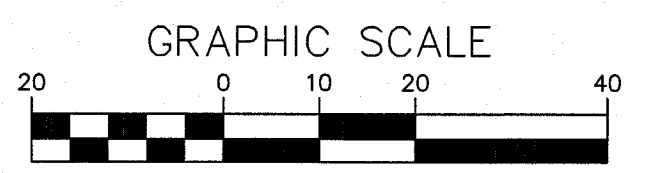
THE RESULTING BEARING OF NORTH 29°32'03" WEST BETWEEN TWO FOUND MONUMENTS ON CALIFORNIA CIRCLE, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORDED IN BOOK 508 OF MAPS AT PAGE 38-40, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.

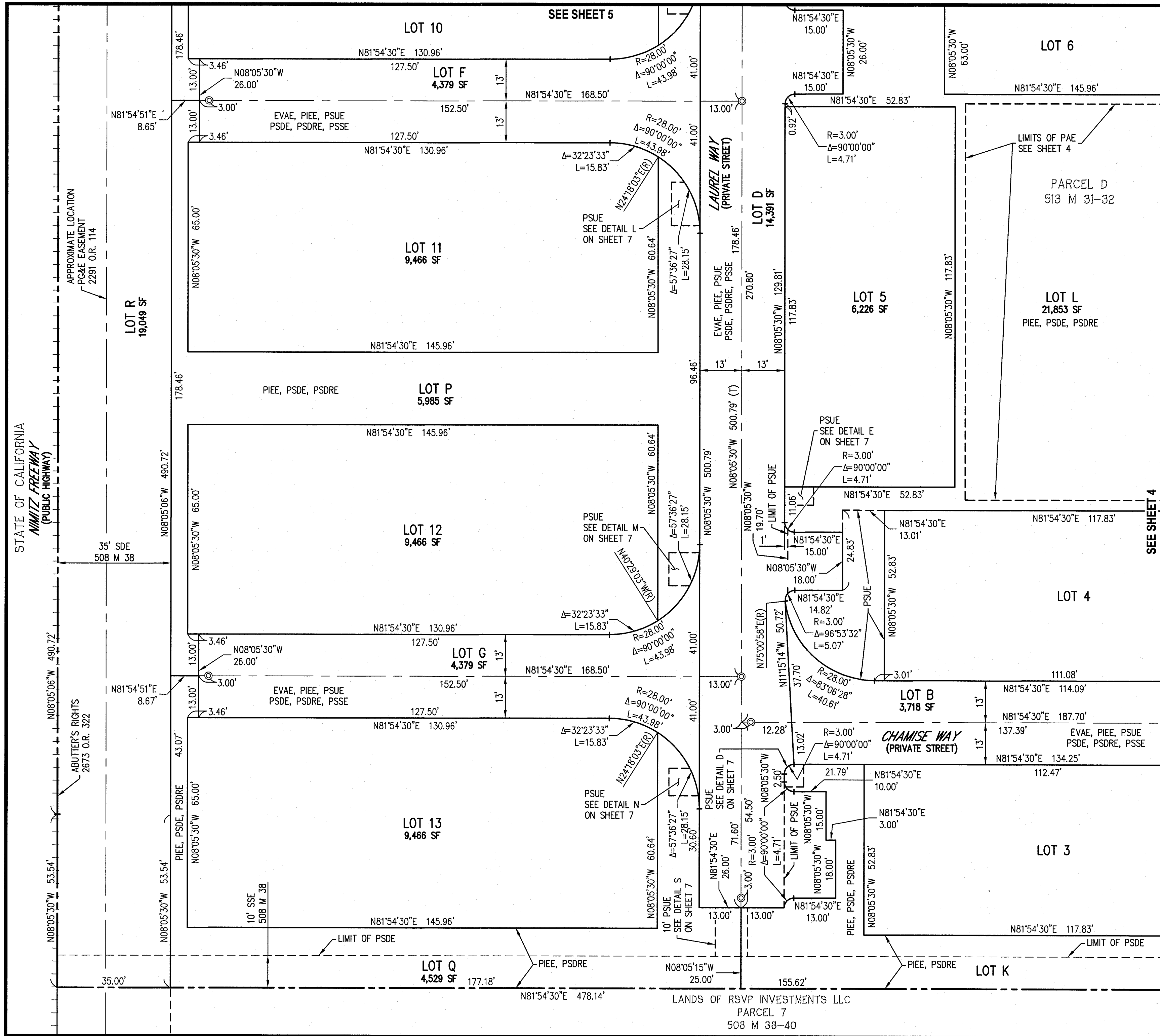
ABBREVIATIONS

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
FD	FOUND
MON	MONUMENT
O.R.	OFFICIAL RECORDS
PIEE	PRIVATE INGRESS EGRESS EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSDRE	PRIVATE STORM DRAIN RELEASE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSUE	PUBLIC SERVICE AND UTILITY EASEMENT
(R)	RADIAL BEARING
SFNF	SEARCHED FOR NOT FOUND
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
SDE	STORM DRAIN EASEMENT
(T)	TOTAL

LEGEND

- DISTINCTIVE BOUNDARY
- RIGHT OF WAY
- NEW LOT LINE
- EXISTING LOT LINE
- CENTER LINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- BOUNDARY TIE
- NO ACCESS LINE
- FOUND BRASS DISK IN CITY MONUMENT WELL (AS NOTED)
- SET STANDARD CITY MONUMENT, MONUMENT BOX W/ 2 1/2" BRASS DISK IN CONCRETE, TAGGED LS 9717
- FOUND IRON PIPE (AS NOTED)
- SET 3/4" IRON PIPE OR NAIL & TAG, TAGGED LS 9717
- RECORD DATA W/ REFERENCE





TRACT 10622

FOR CONDOMINIUM PURPOSES
CONSISTING OF SEVEN (7) SHEETS

REAL PROPERTY IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL D, SO DESIGNATED AND DELINEATED ON THE PARCEL MAP RECORDED JUNE 6, 1983 IN BOOK 513 OF MAPS, AT PAGES 31 AND 32, SANTA CLARA COUNTY RECORDS.

DATE: JUNE 2024



Civil Engineering Associates

Civil Engineers • Planners • Surveyors

28 Railway Avenue
Campbell, CA 95008

NOTES

- ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- THE AREA WITHIN THE DISTINCTIVE BORDER IS 6.693 ACRES, MORE OR LESS.
- THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THIS SUBDIVISION.

BASIS OF BEARINGS

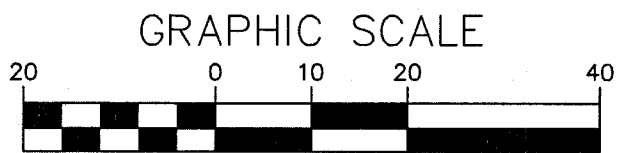
THE RESULTING BEARING OF NORTH 29°32'03" WEST BETWEEN TWO FOUND MONUMENTS ON CALIFORNIA CIRCLE, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORDED IN BOOK 508 OF MAPS AT PAGE 38-40, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.

ABBREVIATIONS

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LEGEND

---	DISTINCTIVE BOUNDARY
---	RIGHT OF WAY
---	NEW LOT LINE
---	EXISTING LOT LINE
---	CENTER LINE
---	NEW EASEMENT LINE
---	EXISTING EASEMENT LINE
---	BOUNDARY TIE
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⊙	FOUND BRASS DISK IN CITY MONUMENT WELL (AS NOTED)
⊙	SET STANDARD CITY MONUMENT, MONUMENT BOX W/ 2 1/2" BRASS DISK IN CONCRETE, TAGGED LS 9717
●	FOUND IRON PIPE (AS NOTED)
○	SET 3/4" IRON PIPE OR NAIL & TAG, TAGGED LS 9717
(100.00')[1]	RECORD DATA W/ REFERENCE



(IN FEET)
1 INCH = 20 FT

SHEET 6 OF 7 FILE NAME: 6 20159FM

TRACT 10622

FOR CONDOMINIUM PURPOSES
CONSISTING OF SEVEN (7) SHEETS

REAL PROPERTY IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

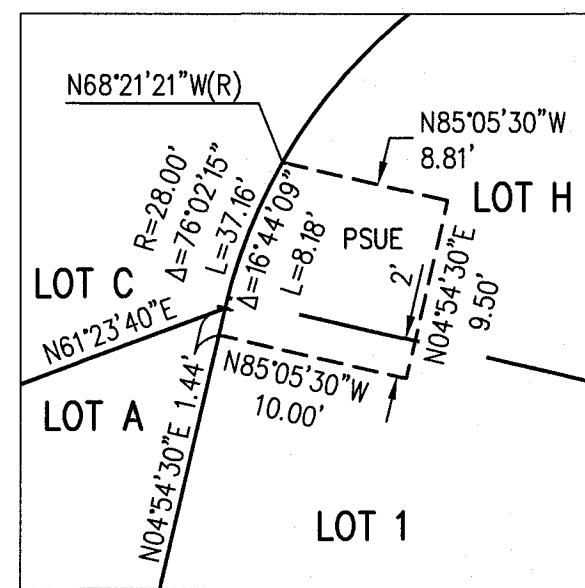
PARCEL D, SO DESIGNATED AND DELINEATED ON THE PARCEL MAP RECORDED JUNE 6, 1983 IN BOOK 513 OF MAPS, AT PAGES 31 AND 32, SANTA CLARA COUNTY RECORDS.

DATE: JUNE 2024

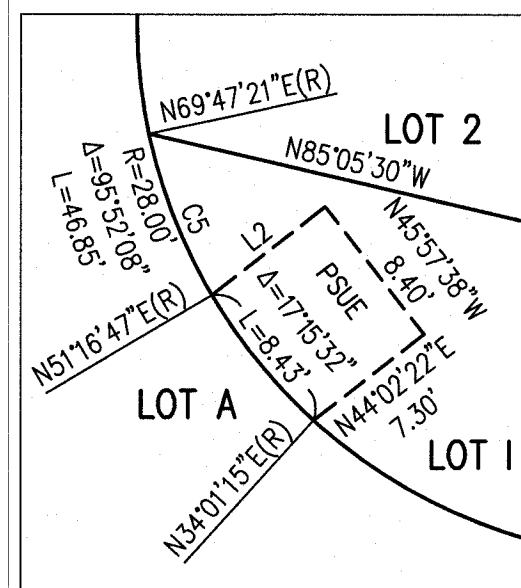


Civil Engineers • Planners • Surveyors

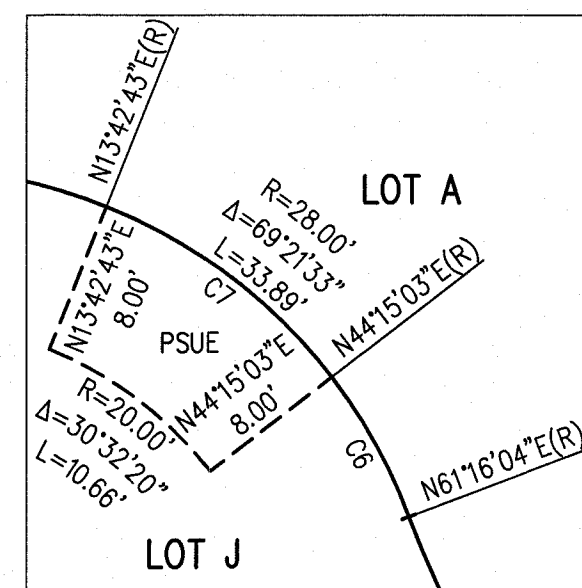
28 Railway Avenue
Campbell, CA 95008



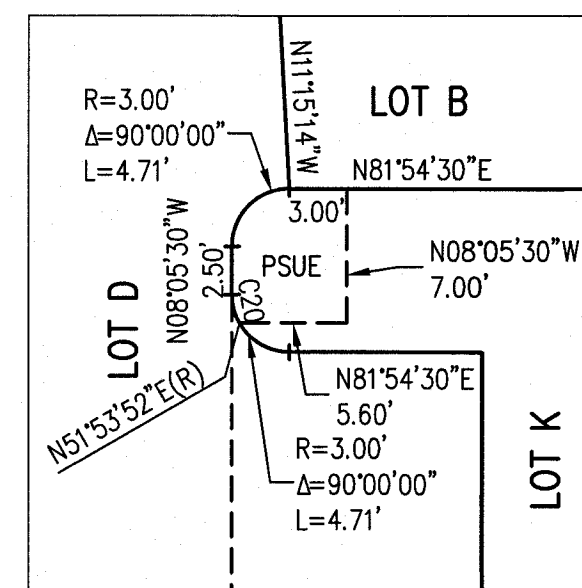
DETAIL A
1"=10'



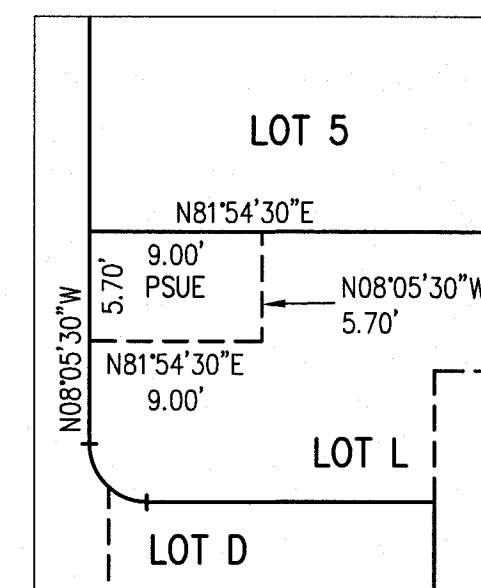
DETAIL B
1"=10'



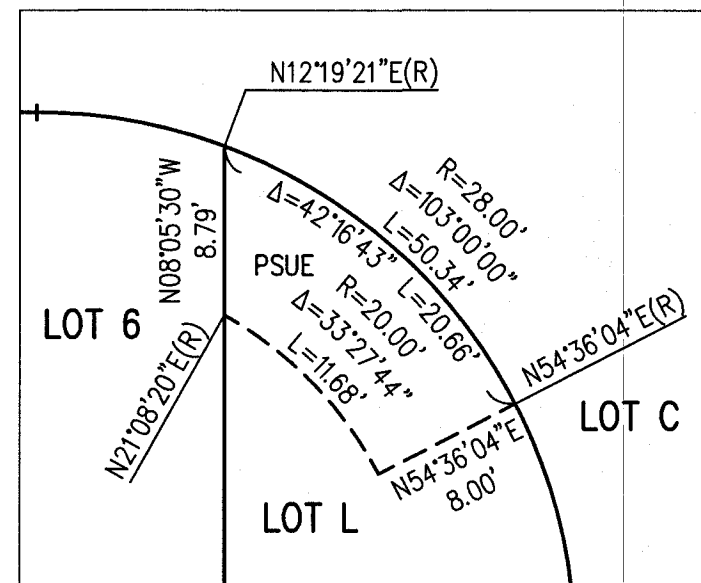
DETAIL C
1"=10'



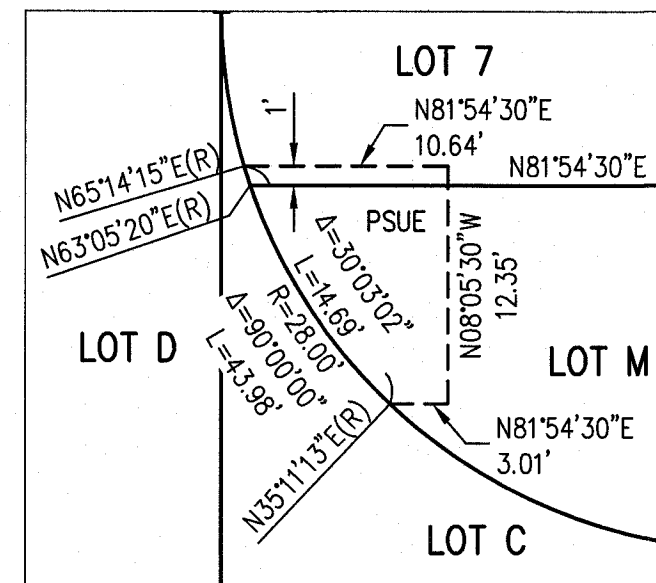
DETAIL D
1"=10'



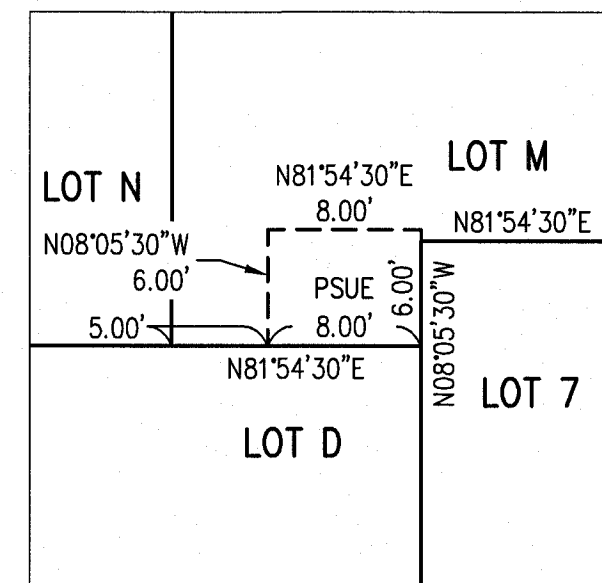
DETAIL E
1"=10'



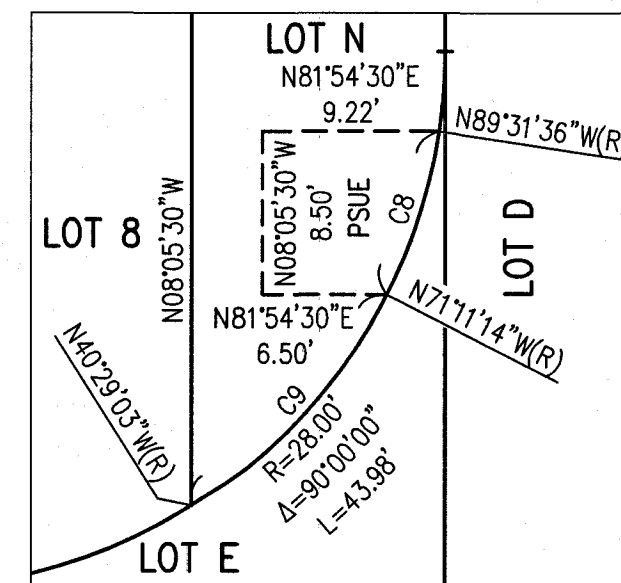
DETAIL F
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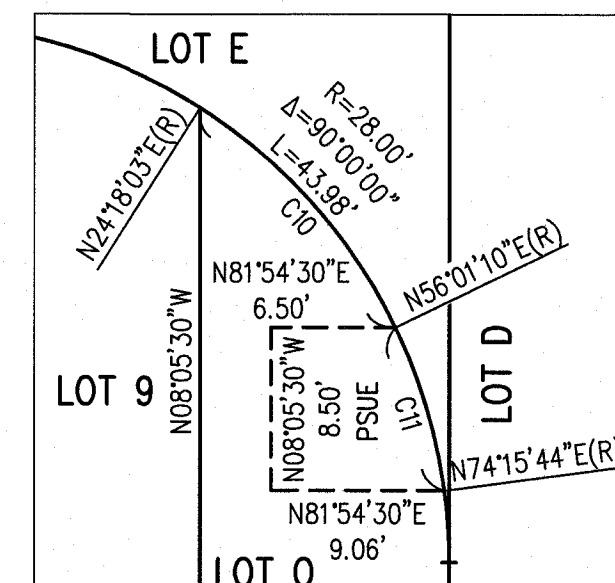
DETAIL G
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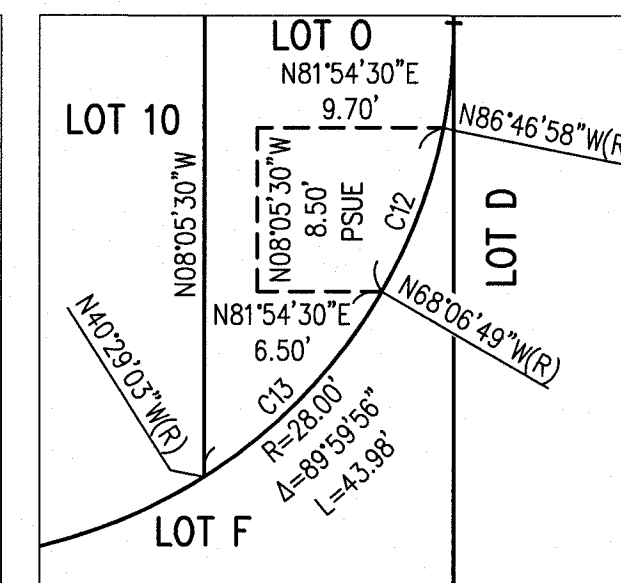
DETAIL H
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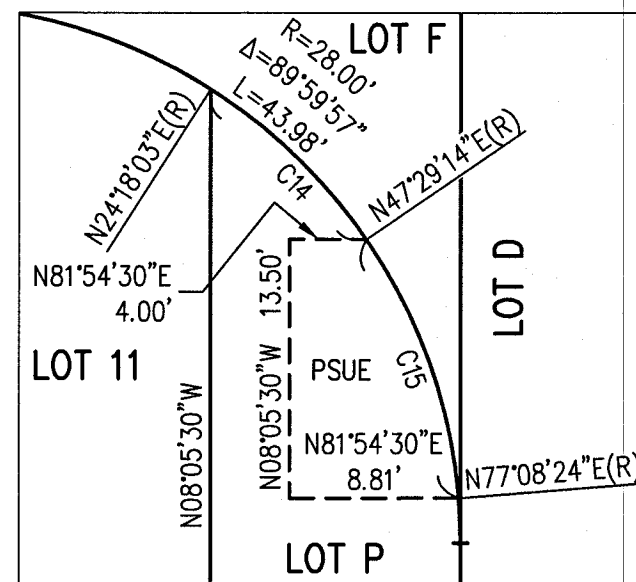
DETAIL I
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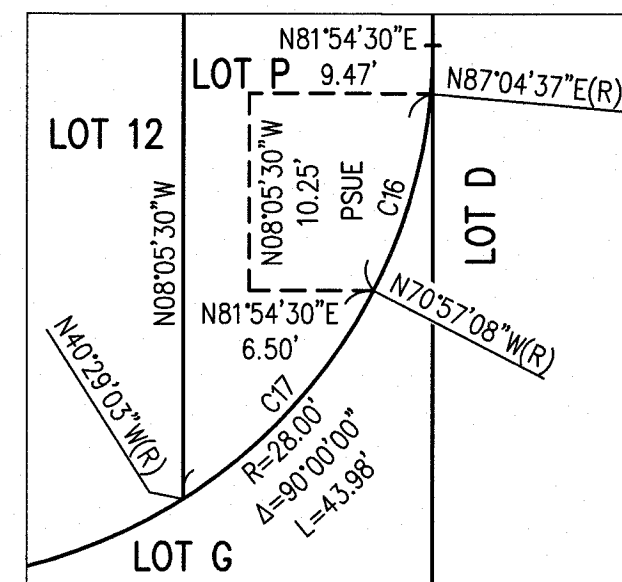
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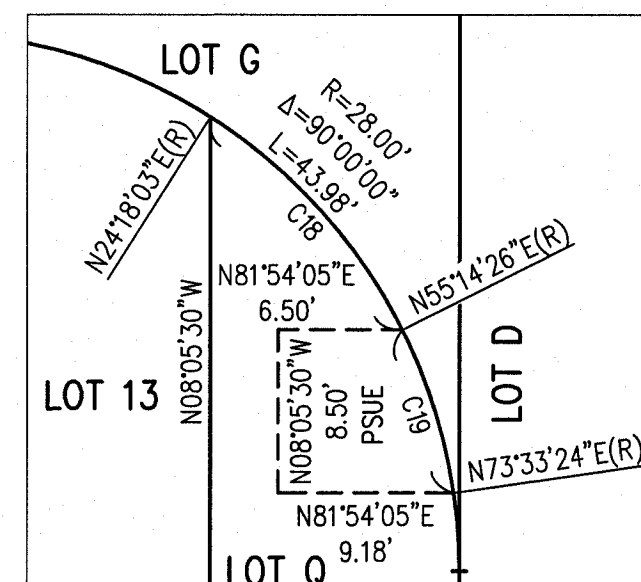
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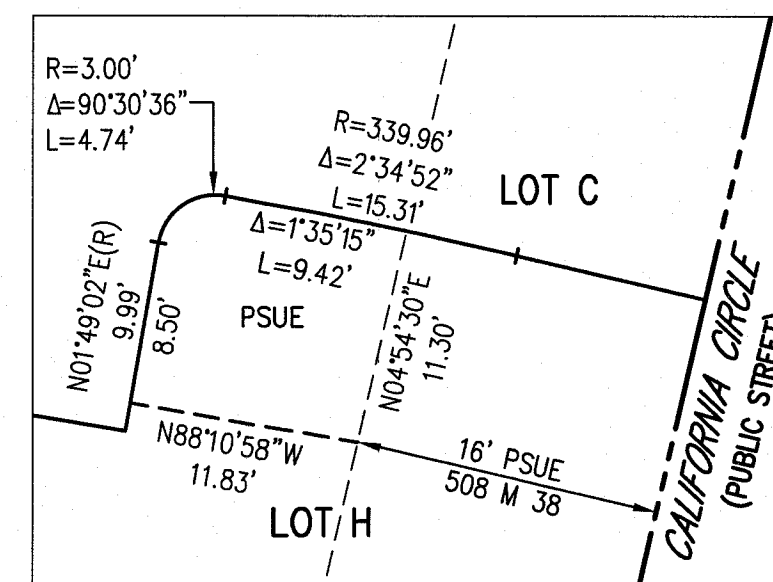
DETAIL L
1"=10'



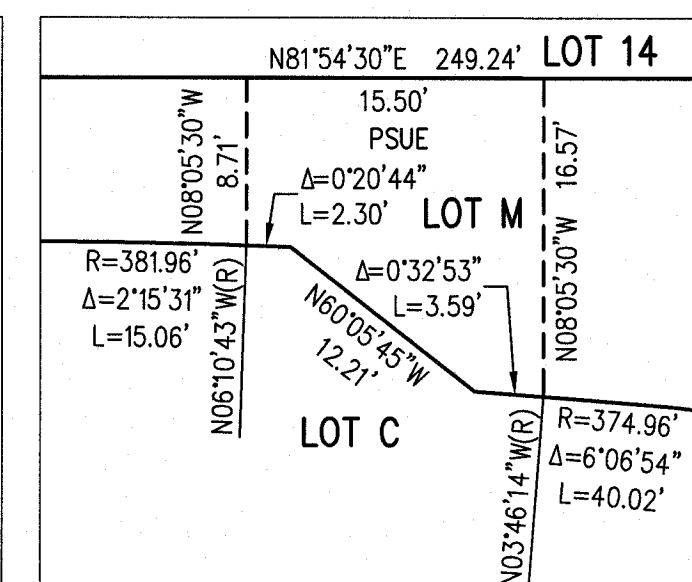
DETAIL M
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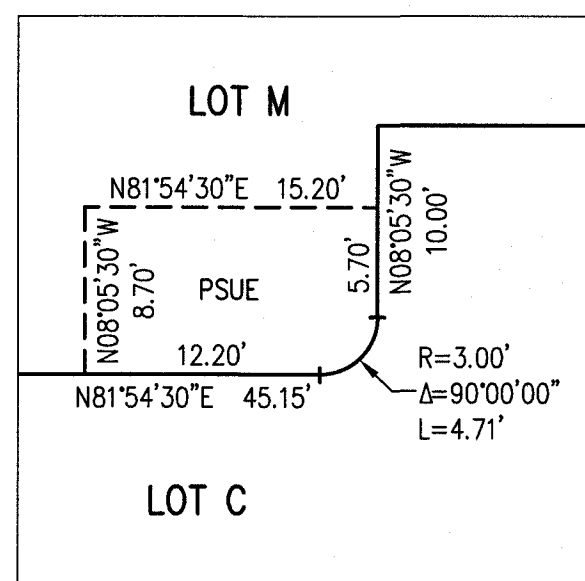
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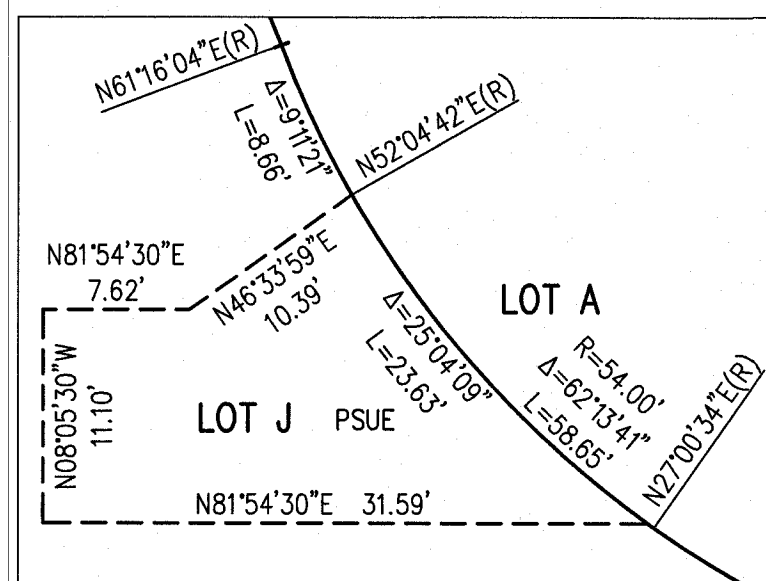
DETAIL O
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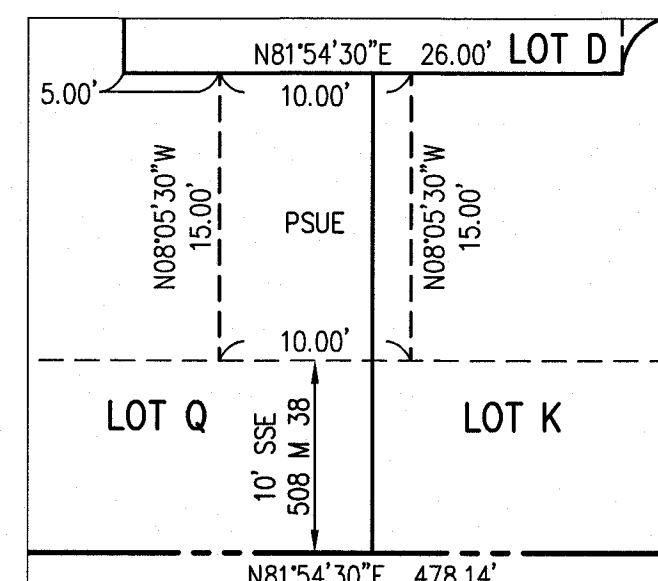
DETAIL P
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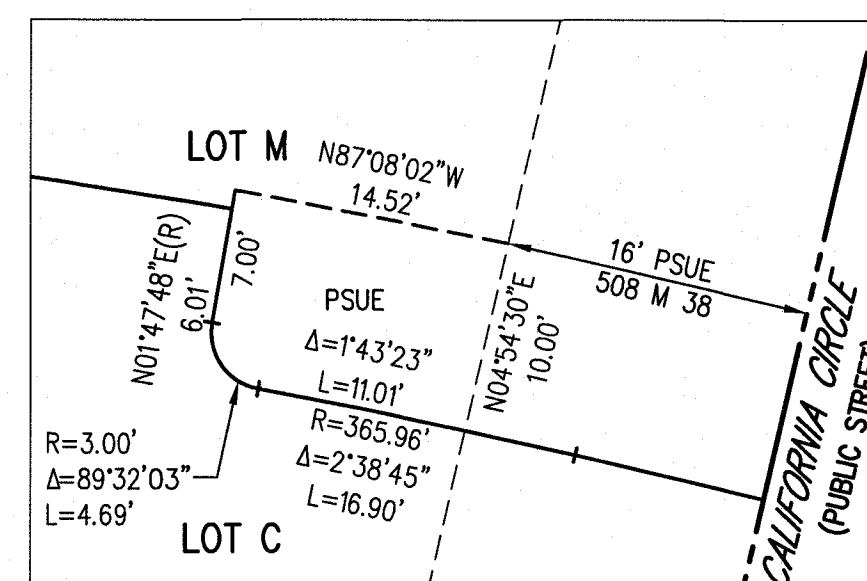
DETAIL Q
1"=10'



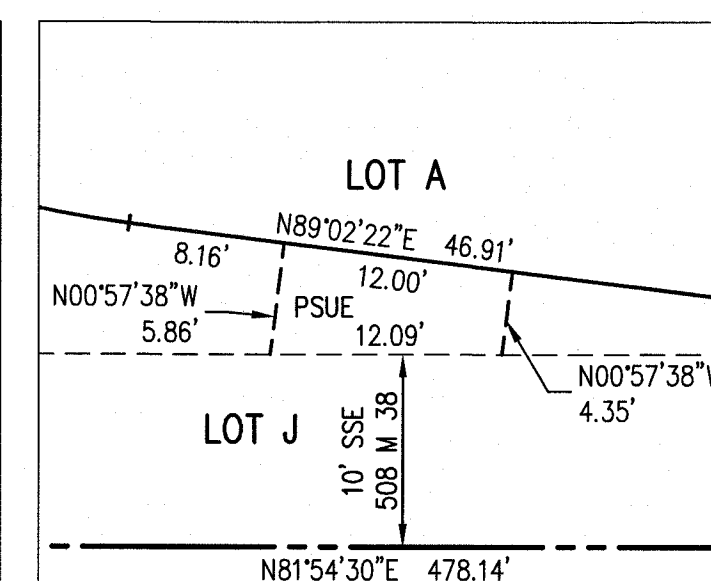
DETAIL R
1"=10'



DETAIL S
1"=10'



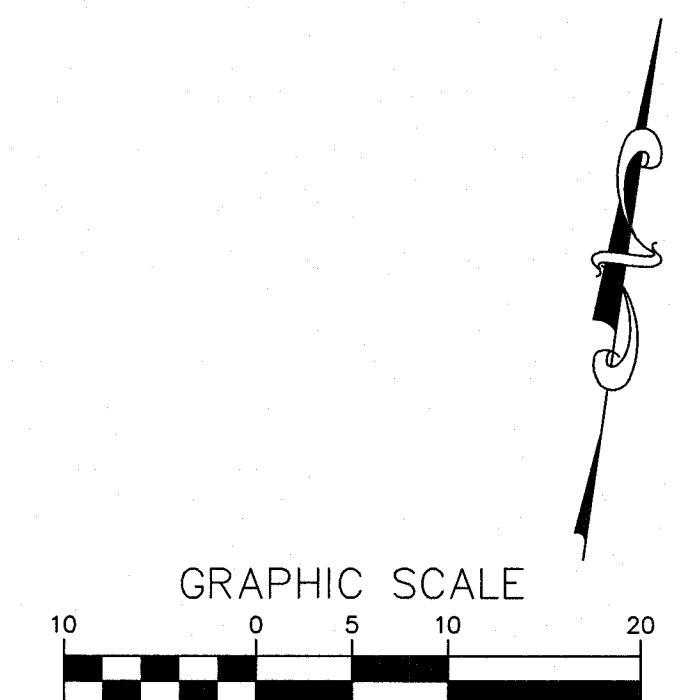
DETAIL T
1"=10'



DETAIL U
1"=10'

LINE TABLE		
LINE #	BEARING	LENGTH
L2	N44°02'22\"E	7.50'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C5	28.00'	18°30'33\"	9.05'
C6	28.00'	17°01'00\"	8.32'
C7	28.00'	30°32'20\"	14.92'
C8	28.00'	18°20'22\"	8.96'
C9	28.00'	30°42'11\"	15.00'
C10	28.00'	31°43'07\"	15.50'
C11	28.00'	18°14'34\"	8.92'
C12	28.00'	18°40'09\"	9.12'
C13	28.00'	27°37'47\"	13.50'
C14	28.00'	23°11'11\"	11.33'
C15	28.00'	29°39'10\"	14.49'
C16	28.00'	21°58'15\"	10.74'
C17	28.00'	30°28'06\"	14.89'
C18	28.00'	30°56'23\"	15.12'
C19	28.00'	18°18'59\"	8.95'
C20	3.00'	30°00'38\"	1.57'



SHEET 7 OF 7 FILE NAME: 7 20158FM

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF MILPITAS
455 E. Calaveras Blvd
MILPITAS, CA 95035
ATTN: Engineering Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF MILPITAS, CALIFORNIA

By: _____
City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT NO. 10622

between

CITY OF MILPITAS

a California municipal corporation

and

PULTE HOME COMPANY, LLC,

a Michigan limited liability company

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
TRACT MAP NO. 10622**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this _____ day of _____, _____ by and between the City of MILPITAS, a California municipal corporation (“City”) and PULTE HOME COMPANY, LLC, a Michigan limited liability company with its principal office located at 4511 Willow Road, Suite 8, Pleasanton, CA 94588 (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS.

A. On April 12, 2022, Developer submitted to City an application for approval of a vesting tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”). The vesting tentative tract map was prepared on behalf of Developer by Civil Engineering Associates, and is identified in City records as Vesting Tract Map No. 10622 (“Tract No. 10622”).

B. Developer’s application for a vesting tentative tract map for Tract No. 10622 was deemed complete on September 27, 2023. On November 7, 2023, the MILPITAS CITY COUNCIL conditionally approved Developer’s application for a vesting tentative tract map for Tract No. 10622.

C. Developer has not completed all of the work or made all of the public improvements required by Title XI, Chapter 1, Section 7 of the City’s Municipal Code, the Subdivision Map Act (Government Code sections 66410 et seq.) (“Map Act”), the conditions of approval for Tract No. 10622, or other ordinances, resolutions, or policies of City requiring construction of public improvements in conjunction with the subdivision of land.

D. Pursuant to Title XI, Chapter 1, Section 7 of the City’s Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 10622.

E. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 10622.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder’s Office of the County of SANTA CLARA and (c) the City Council of the City (“City Council”) approves the final map for Tract No. 10622. If the above described conditions are not satisfied within 60 days after the entry date of this Agreement, this Agreement shall

automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Tract No. 10622.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract No. 10622, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract Map No. 10622 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference and as shown on the City-approved Improvement Plan No. 2-1451 on file with the City. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by each utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved

maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted by City pursuant to Section 11.0. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one (1) year of the effective date of this Agreement, unless extended pursuant to Section 4.1.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 10622 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Sections 11.0 and 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 10622 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and

any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 10622.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements by City Council; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete and reduce the requirement Security amount pursuant to Section 13.0 et seq., which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of SANTA CLARA a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Tract No. 10622 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the Public Improvements and acceptance of them by the City Council ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and subject to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following the City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Improvement Security; Surety Bonds. Prior to this Agreement taking effect as set forth in Section 1.0 above, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of One Million Nine Hundred Eighty Three Thousand Fifteen and 0/100 Dollars (\$1,983,015.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as portions of the Public Improvements are completed and accepted by the City Council, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 10622, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 10622.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of One Million Nine Hundred Eighty Three Thousand Fifteen and 0/100 Dollars (\$1,983,015.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of

this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Monument Security. Prior to this Agreement taking effect as set forth in Section 1.0 above, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 10622 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of Sixteen Thousand and 0/100 Dollars (\$16,000.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 10622.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or

termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial

guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 10622, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and

subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY OF MILPITAS
455 E. Calaveras Blvd.
MILPITAS, CA 95035
Attn: Michael Silveira, P.E.
City Engineer

DEVELOPER:
4511 Willow Road, Suite 8
PLEASANTON, CA 94588
Attn: Erika Salum

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules,

regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. Notwithstanding anything to the contrary in this Section 20.7, Developer shall have the right to assign this Agreement to AG EHC II (PHM) CA 2, L.P., a Delaware limited partnership, without the prior written consent of City. Developer shall notice City of such transfer within ten (10) days of said transfer.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of SANTA CLARA, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

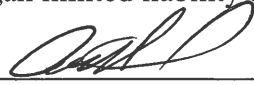
20.12 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CITY OF MILPITAS

By: _____
 (signature)
Ned Thomas
 (print name)
City Manager
City of MILPITAS

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: 
 (signature)
Name: Aaron Head
Its: Division Vice President of Land
Planning and Development

APPROVED AS TO FORM:

By: _____
 (signature)
Michael Mutalipassi
 (print name)
City Attorney
City of MILPITAS

APPROVED AS TO CONTENT:

By: _____
 (signature)
Luz Cofresi-Howe
 (print name)
Finance Director/ Risk Manager
City of MILPITAS

APPROVED AS TO SUFFICIENCY:

By: _____
 (signature)
Michael Silveira, P.E.
 (print name)
City Engineer
City of MILPITAS

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

ACKNOWLEDGMENT

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

State of California
County of Alameda

On JUNE 6, 2024 before me, Dee S. Bumanlag, Notary Public
(insert name and title of the officer)

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

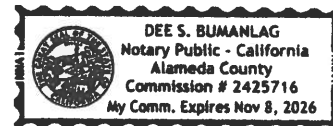
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Dee S. Bumanlag

(Seal)



All Capacity Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

All Capacity Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 10622

LEGAL DESCRIPTION

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

Parcel D, so designated and delineated on the Parcel Map recorded June 6, 1983 in Book 513 of Maps, at Pages 31 and 32, Santa Clara County Records.

Excepting therefrom "one-sixteenth of all coal, oil, gas and other mineral deposits contained in said lands, as provided by an Act of the Legislature, approved May 25, 1921 (chapter 303, Statutes of California, 1921)" as reserved to the State of California according to the Patent by the State of California to W.J. Wadhams, recorded July 15, 1936 in Book 782, Page 292, Official Records.

APN: 022-38-007

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 10622

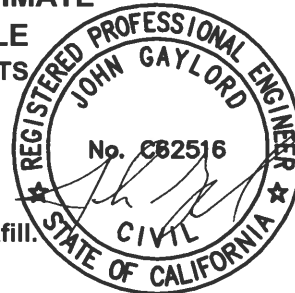


Civil Engineering Associates

28 Railway Avenue
Campbell, CA 95008
Phone: (408) 453-1066
Fax: (408) 453-1060
Civil Engineers Planners Surveyors

ENGINEER'S COST ESTIMATE CALIFORNIA CIRCLE PUBLIC IMPROVEMENTS

Prepared by: DGG
Civil Engineering Associates, Inc.



June 3, 2024
CEA Project: 20-158

NOTES:

1. All items noted "in ex road" include the costs of trench backfill.

DEMOLITION					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
1	SAWCUT EXISTING PAVEMENT	LF	979	2.50	2,448.00
2	REMOVE EX PAVEMENT	SF	1,824	3.00	5,472.00
3	REMOVE EX CURB & GUTTER	LF	181	4.00	724.00
4	ABANDON EXISTING UTILITIES	LS	1	10,000.00	10,000.00
5	REMOVE EX DRIVEWAY APRON	SF	909	6.00	5,454.00
6	REMOVE EX SIDEWALK	SF	2,461	3.00	7,383.00
					31,481.00

STORM IMPROVEMENTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
7	15" STORM MAIN (in ex road)	LF	131	160.00	20,960.00
8	MANHOLE	EA	2	2,500.00	5,000.00
9	FIELD INLETS	EA	2	2,000.00	4,000.00
10	CURB INLET (REPLACE EX INLET)	EA	1	5,000.00	5,000.00
11	STORM CONNECTION TO EX PIPE	EA	2	2,000.00	4,000.00
					38,960.00

SANITARY IMPROVEMENTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
12	8" SEWER MAIN	LF	913	95.00	86,735.00
13	6" SEWER LATERAL	LF	160	50.00	8,000.00
14	6" SEWER LATERAL (in ex. road)	LF	52	150.00	7,800.00
15	MANHOLE - NEW	EA	4	3,000.00	12,000.00
16	MANHOLE - NEW (connection to existing 18" main)	EA	1	10,000.00	10,000.00
17	FLUSHING INLET	EA	3	1,000.00	3,000.00
18	CLEAN OUT	EA	14	500.00	7,000.00
19	SANITARY LATERAL CONNECT TO EX. MAIN	EA	1	2,500.00	2,500.00
D					137,035.00

WATER IMPROVEMENTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
20	8" WATER MAIN	LF	1,393	100.00	139,300.00
21	12" WATER MAIN (in ex road)	LF	48	185.00	8,880.00
22	8" VALVE	EA	10	1,200.00	12,000.00
23	12" VALVE	EA	6	1,500.00	9,000.00
24	12" X 12" X 8" CUT-IN TEE / FITTINGS	EA	3	10,000.00	30,000.00

25	12" X 12" X 6" CUT-IN TEE / FITTINGS	EA	1	10,000.00	10,000.00
26	2" WATER SERVICE W/ 1.5" METER & BACKFLOW	EA	5	3,000.00	15,000.00
27	2" WATER SERVICE W/ 2" METER & BACKFLOW	EA	8	4,000.00	32,000.00
28	4" WATER SERVICE W/ METER & BF (in ex road)	EA	1	7,500.00	7,500.00
29	4" FIRE SERVICE W/ VALVE & RPDA	EA	5	14,000.00	70,000.00
30	6" FIRE SERVICE W/ VALVE & RPDA	EA	8	17,000.00	136,000.00
31	8" FIRE SERVICE W/ VALVE & RPDA (in ex road)	EA	1	25,000.00	25,000.00
32	FIRE HYDRANT	EA	7	5,000.00	35,000.00
33	2" IRRIG SERVICE W/ METER (in ex road)	EA	3	6,500.00	19,500.00
					549,180.00

SURFACE IMPROVEMENTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
34	FINE GRADING	SF	8,880	2.00	17,760.00
35	CURB & GUTTER	LF	182	12.00	2,184.00
36	REPLACE EX PAVEMENT (including trench restoration)	SF	1,824	5.00	9,120.00
37	SIDEWALK	SF	3,856	6.50	25,064.00
38	CURB RAMP	EA	1	3,500.00	3,500.00
39	DRIVEWAY APRON (CITY STD)	SF	936	12.00	11,232.00
40	MICROSURFACING	SF	34,746	2.00	69,492.00
41	SIGNING & STRIPING	LS	1	10,000.00	10,000.00
					148,352.00

JOINT TRENCH & STREETLIGHTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
42	JOINT TRENCH & STREETLIGHTS	LS	1	161,294.00	161,294.00
	(see attached estimate)				
					161,294.00

LANDSCAPE & IRRIGATION					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
43	LANDSCAPE & IRRIGATION (see attached vta estimate)	LS	1	46,444.80	46,445.00
					46,445.00

SECTIONAL LINER					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
44	INSTALL 525 LF OF SECTIONAL LINER (in ex 18"SS)	LS	1	657,137.00	657,137.00
45	PROJECT MANAGEMENT OVERHEAD (5%)	LS	1	32,856.85	32,857.00
					689,994.00

SUBTOTAL PUBLIC IMPROVEMENT COSTS **\$1,802,741.00**

10% CONSTRUCTION CONTINGENCY **\$180,274.10**

TOTAL PUBLIC IMPROVEMENT ESTIMATED COSTS **\$1,983,015**

SURVEY MONUMENTS					
#	DESCRIPTION	UNITS	QUANTITY	UNIT COST (\$)	EXTENSION (\$)
46	STD. CITY MONUMENT BOX W/BRASS DISK	EA	16	1,000.00	16,000.00

Project Name:

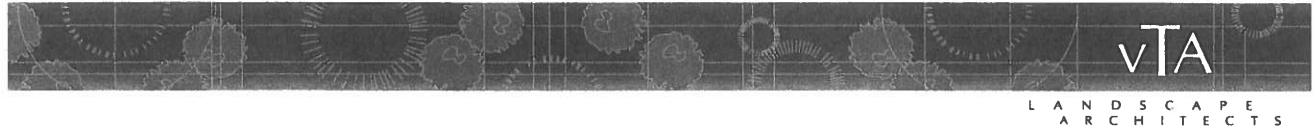
Project Name: 1355 California Circle, Milpitas
 RGA Project Number: 22-293
 Date: 5/22/2024

Item ¹	Description ²	Quantity ³	Cost ⁴	Per	Total ⁵	Total ⁶
Electrical						
	<i>Service Provider</i>					
Primary Conduit	6" Duct	450	\$ 5.00	linear foot	\$ 2,250.00	
Primary Cable	3-1100A EPR-CONC-ENCAP	500	\$ 50.00	linear foot	\$ 25,000.00	
Primary Boxes	89" x 87" PMH Pad	1	\$ 1,850.00	unit	\$ 1,850.00	
Primary Electric Facilities	PMI-9	1	\$ 50,000.00	unit	\$ 50,000.00	
Sub Total:					\$ 79,100.00	
Phone						
	<i>Service Provider</i>					
Conduit			\$ 4.00	linear foot	\$ -	
Boxes			\$ 6,000.00	unit	\$ -	
Additional MPOE locations	Each occurrence per building if applicable		\$ 4,500.00	each	\$ -	
Sub Total:					\$ -	
CATV¹¹						
	<i>Service Provider</i>					
Conduit			\$ 4.00	linear foot	\$ -	
Boxes			\$ 6,000.00	unit	\$ -	
Additional MPOE locations	Each occurrence per building if applicable		\$ 4,500.00	each	\$ -	
Sub Total:					\$ -	
Fiber¹⁰						
	<i>Service Provider</i>					
Conduit			\$ 4.00	linear foot	\$ -	
Boxes			\$ 6,000.00	unit	\$ -	
Additional MPOE locations	Each occurrence per building if applicable		\$ 4,500.00	each	\$ -	
Sub Total:					\$ -	
Streetlighting						
	<i>Service Provider</i>					
Streetlight	Leotek 72W Electrolier	2	\$ 7,000.00	unit	\$ 14,000.00	
Conduit	2" Sch 40 PVC	250	\$ 4.00	linear foot	\$ 1,000.00	
Boxes	N9 Splice Vault	2	\$ 1,500.00	unit	\$ 3,000.00	
Sub Total:					\$ 18,000.00	
Dirt						
Concrete		20	\$ 50.00	linear foot	\$ 1,000.00	
Asphalt		80	\$ 200.00	linear foot	\$ 16,000.00	
Alternate			\$ 50.00	per occurrence	\$ -	
Sub Total:					\$ 17,000.00	
Utility Provider						
Temporary Power	Temporary Site Electric Service		\$ 5,000.00	Engineering Advance	\$ 5,000.00	
Single Phase Service	If applicable					
Three Phase Service	If applicable					
Temporary Gas Service	If applicable					
Sub Total:					\$ 5,000.00	
Utility Fee Estimate⁹						
Engineering & Administration	Per PG&E		10%	Percentage of sub total	\$ 7,910.00	
Tie - In	Lump Sum		\$ 15,000.00	Lump Sum	\$ 15,000.00	
Inspection	By Utility Inspector	200	\$ 1.50	linear foot	\$ 300.00	
CIAC / ITTC: Tax	Electric		24%	percentage	\$ 18,984.00	
Meter Charge	Per meter		\$ 1,300.00	each	\$ -	
Special Facility Fees	As applicable		\$ 22,000.00	each	\$ -	
Sub Total:					\$ 42,194.00	
Sum Total⁸:						
					\$ 161,294.00	

- Disclaimers :
- Items listed are based on utility companies substructures represented on Joint Trench design and associated engineering drawings.
 - Descriptions are variable based on listed item and is not intended for the purpose of ordering material or obtaining quotes. All material is assumed standard unless otherwise stated. Quantities determined by RGA per current plans sets dated on or before the listed date of this document. Listed quantities are not for the purpose of ordering material or obtaining quotes. Field quantities prevail and are subject to change throughout the duration of the design process. Quantities may be rounded, estimates, or include contingency at the discretion of RGA.
 - Costs are based on unit to reflect the purchase and installation of the material by the contractor. Values are an averaged mean of approved materials by the respective utilities and do not reflect union labor or prevailing wage costs, taxes, transportation, storage, expedition, supplier fees or inspection of listed material. Prices are subject to fluctuation of market as determined by manufacturer or supplier.
 - Total will reflect the sum of the unit cost and quantity.
 - Sum Total reflects on the listed totals of this estimate. Listed totals do not guarantee pricing nor represent a not to exceed value.
 - All proposed work is to assume open trenching to standards and is not costed to trench sizes. Trenching excludes boring, shoring, concrete capping, or other trenching variations as a result of in field conditions. Trenching assumes site soil backfill and exclude off haul or soil remediation.
 - Gas values do not reflect additional bellhole excavation beyond listed footages. Asbestos work excluded.
 - Utility fee estimates are preliminary and based on previous estimated values or baseline costs. Fees are not a reflection of PGE contract costs and PGE fees are determined by PGE and issued with the PGE contract.
 - Fiber values are only a reflection of substructure which is represented within a standard Joint Trench and do not include labor costs.
 - The provision of Comcast material by Cablecom is subject to project location.

Exclusions:
 This document is a reflection of cost based solely upon the current information and designs available to RGA at the time of the request and should not be interpreted as a bid, not-to-exceed, or bond amount. The listed values are subject to change at any time.

This document cannot account for unforeseen design or field conditions.
 This document does not include the following: City, county or state fees, Permit Fees, PGE contract values, allowances, betterment.
 Relocation scope may or may not be reflected.
 Temporary power may or may not be included.
 Rule 20 work may or may not be included.
 The document does not reflect union or prevailing wage costs



PULTE GROUP
1355 California Circle
OFF-SITE R.O.W. STREETSCAPE
Landscape Cost Opinion

MILPITAS, CA
 11-Mar-24

Notes:

- 1 Cost Opinion is based on the landscape improvement plans dated February 28, 2024.

UNIT LEGEND

SF - Square Foot	LF - Linear Foot	CY - Cubic Yard	LS - Lump Sum
EA - Each	FLAT - Flats	P/TON - Per Ton	ALLOW - Estimate

LANDSCAPE

	ITEM	UNIT	QTY	COST/UNIT	EXTENSION
1	Fine Grading	SF	1,920	\$ 0.45	\$ 864.00
2	Soil Preparation	SF	1,920	\$ 0.35	\$ 672.00
3	Shrubs - 1 Gallon	EA	404	\$ 15.00	\$ 6,060.00
4	Trees - 24" Box	EA	10	\$ 405.00	\$ 4,050.00
5	Tree Staking: (2) 10' Lodgepole w/Ties	EA	10	\$ 40.00	\$ 400.00
6	Root barriers (10' total Length per tree - (2)-2ft panels	EA	10	\$ 80.00	\$ 800.00
7	Bark Mulch	CY	18	\$ 83.00	\$ 1,494.00
	Subtotal				\$ 14,340.00

IRRIGATION

	ITEM	UNIT	QTY	COST/UNIT	EXTENSION
8	Tree Bubblers (2 Bubblers Per Tree)	EA	10	\$ 60.00	\$ 600.00
9	On-Surface Drip Irrigation	EA	1,920	\$ 2.00	\$ 3,840.00
10	1" Rain Bird PEBS Plastic Industrial Valve	EA	1	\$ 340.00	\$ 340.00
11	1" Rain Bird PEB Plastic Industrial Drip Valve	EA	1	\$ 450.00	\$ 450.00
12	Hunter Pro-C Controller	EA	1	\$ 17,000.00	\$ 17,000.00
13	Flow Sensing Master Valve	EA	1	\$ 1,500.00	\$ 1,500.00
14	Mainline	LF	802	\$ 4.00	\$ 3,208.00
15	Mainline Sleeving	LF	53	\$ 7.00	\$ 371.00
16	Lateral Sleeving	LF	53	\$ 7.00	\$ 371.00
17	1" Quick Coupler	EA	8	\$ 250.00	\$ 2,000.00
18	Gate Shut Off Valve	EA	2	\$ 250.00	\$ 500.00
19	Electrical Valve Wire Conduit	LF	802	\$ 2.40	\$ 1,924.80
	Subtotal				\$ 32,104.80

SUB TOTAL :	\$ 46,444.80
10% CONTINGENCY:	\$ 4,644.48
GRAND TOTAL :	\$ 51,089.28

ITEMS NOT INCLUDED

- 1 Rough Grading (Per Civil)
- 2 Drainage Structures (per Civil)
- 3 Fees and Permits
- 4 Asphalt Paving
- 5 Street Concrete Curb & Gutter
- 6 Project Signage
- 7 Concrete Sidewalk
- 8 Streetlight Standards
- 9 Performance Bonds
- 10 90 Day Maintenance

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 10622

DS
TS

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$1,983,015.00

Surety: Hartford Fire Insurance Company

Attorney-in-fact: Matthew Erra

Address: One Hartford Plaza

Hartford, CT 06155

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$1,983,015.00

Surety: Hartford Fire Insurance Company

Attorney-in-fact: Matthew Erra

Address: One Hartford Plaza

Hartford, CT 06155

CASH MONUMENT SECURITY: \$16,000.00

Amount deposited per Cash Receipt No. _____ Date: _____

BOND NO. 59BSBJF1460
INITIAL PREMIUM: \$7,734.00
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10622 IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Pulte Home Company, LLC, a Michigan limited liability company ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 10622 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of One Million Nine Hundred Eighty Three Thousand Fifteen and 0/100 dollars (\$1,983,015.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

EXHIBIT "C"

-2-

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Phoenix, Arizona, this 6th day of June, 2024.

(Corporate Seal)

Pulte Home Company, LLC
Principal

By SEE ATTACHED

Gregory S. Rives

Title Assistant Treasurer

(Corporate Seal)

Hartford Fire Insurance Company

Surety

By

[Signature]

Attorney-in-Fact Matthew Erra

(Attach Attorney-in-Fact Certificate)

Title Surety Account Manager

The rate of premium on this bond is \$3.90 per thousand. The total amount of premium charges is \$ 7,734.00.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hartford Fire Insurance Company

One Hartford Plaza

Hartford, CT 06155

(Name and Address of Agent or Representative for service of process in California, if different from above)

Catherine Pinney

1383 N. McDowell Blvd Ste 170

Petaluma, CA 94954

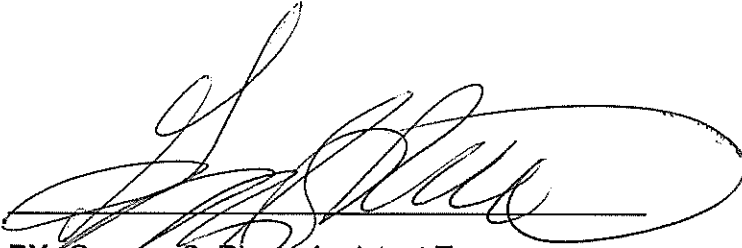
(Telephone number of Surety and Agent or Representative for service of process in California)

707-779-1029

executed this 6th day of June, 2024.

Pulte Home Company, LLC

PRINCIPAL



BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

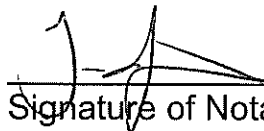
STATE OF GEORGIA)

) ss.

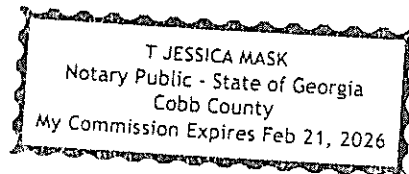
COUNTY OF COBB)

This record was acknowledged before me on June 6, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

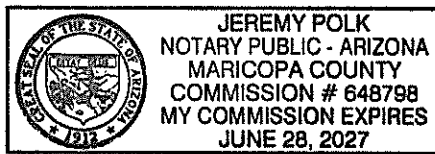
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 6/6/2024 before me personally appeared **Matthew Erra** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the attached document.

(Seal)





Notary Signature

Jeremy Polk
Commission Number 648798
Commission Expires June 28, 2027

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: US1 INSURANCE SERVICES LLC

Agency Code: 59-300168

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 6th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

BOND NO. 59BSBJF1460
INITIAL PREMIUM: \$7,734.00
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10622 IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Pulte Home Company, LLC, a Michigan limited liability company ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 10622 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all contractors, subcontractors, material suppliers, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of One Million Nine Hundred Eighty Three Thousand Fifteen and 0/100 dollars (\$1,983,015.00), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the

Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named herein, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

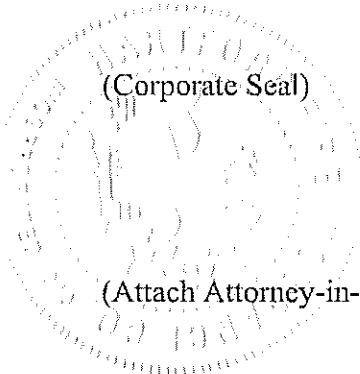
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Phoenix, Arizona, this 6th day of June, 2024.

(Corporate Seal)

Pulte Home Company, LLC
Principal

By SEE ATTACHED
Gregory S. Rives
Title Assistant Treasurer



(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

Hartford Fire Insurance Company
Surety

By [Signature]
Attorney-in-Fact Matthew Erra

Title Surety Account Manager

The rate of premium on this bond is \$3.90 per thousand. The total amount of premium charges is \$ 7,734.00.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

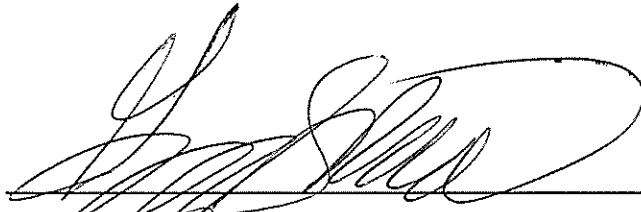
(Name and Address of Agent or Representative for service of process in California, if different from above) Catherine Pinney
1383 N. McDowell Blvd Ste 170
Petaluma, CA 94954

(Telephone number of Surety and Agent or Representative for service of process in California) 707-779-1029

executed this 6th day of June, 2024.

Pulte Home Company, LLC

PRINCIPAL


BY: Gregory S. Rives, Assistant Treasurer

Notary Attached

ACKNOWLEDGEMENT BY PRINCIPAL

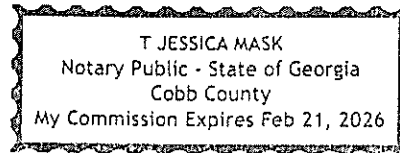
STATE OF GEORGIA)

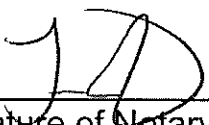
) ss.

COUNTY OF COBB)

This record was acknowledged before me on June 6, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.





Signature of Notary Public

T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

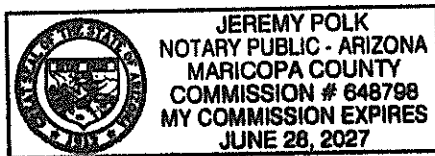
ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 6/6/2024 before me personally appeared **Matthew Erra** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the attached document.

(Seal)




Notary Signature

Jeremy Polk
Commission Number 648798
Commission Expires June 28, 2027

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC

Agency Code: 59-300168

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 6th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Fee Waiver Requests from Show Up and Love and SHEKconnect (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	6/18/2024
Recommendation	1) Approve a fee waiver of \$945 for the Show Up and Love 2 nd Annual BBQ Cookoff for Love on July 14, 2024 and 2) Approve a fee waiver of \$282 for the SHEKconnect Teen Girls Living Skills Workshop on June 22, 2024

BACKGROUND:

On June 3, 2024, staff received a Donation and Fee Waiver/Reduction Policy request from Show Up and Love for their 2nd Annual BBQ Cookoff for Love on Sunday, July 14, 2024, at the Milpitas Community Center Auditorium. The request is for a \$945 fee waiver for the hourly rental fees.

On May 30, 2024, staff received a Donation and Fee Waiver/Reduction Policy request from SHEKconnect for their Teen Girls Living Skills Workshop on Saturday, June 22, 2024, at the Sal Cracolice Recreational Facility. The request is for a \$282 fee waiver for the hourly rental fees.

ANALYSIS:

Two Donation and Fee Waiver/Reduction Policy request applications were received by the Recreation and Community Services Department.

Show Up and Love submitted the required applications and documentation for the 2nd Annual BBQ Cookoff for Love:

- Indoor Space Rental Application for Milpitas Community Center Auditorium
- City Council Donation and Fee Waiver/Reduction Policy request
- Non-profit status letter

SHEKconnect submitted the required applications and documentation for their Teen Girls Living Skills Workshop:

- Indoor Space Rental Application for Milpitas Community Center Auditorium
- City Council Donation and Fee Waiver/Reduction Policy request
- Non-profit status letter

Show Up and Love is requesting the City Council waive eligible fees for the hourly rental rate for the Milpitas Community Center Auditorium in the amount of \$945. Fees ineligible for waiver include the rental application fee of \$30 and refundable security/damage deposit of \$500. Refundable security/damage deposits are refunded within 30 days of the rental.

SHEKconnect is requesting the City Council waive eligible fees for the hourly rental rate for the Sal Cracolice Recreational Facility Large Meeting Room in the amount of \$282. Fees ineligible for waiver include the rental application fee of \$30 and refundable security/damage deposit of \$200. Refundable security/damage deposits are refunded within 30 days of the rental.

Milpitas City Council adopted an updated City Council *Donation and Fee Waiver/Reduction Policy* on June 21, 2022. Per the policy, eligible organizations can request City fees to be waived up to \$1,500 or a donation amount up to \$500 to be granted upon request. Eligible organizations are defined as “a non-profit organization as described by the Internal Revenue Section such as 501(c)(3) or an intergovernmental agency; Non-discriminatory, and non-political in nature.” Fee Waiver or Donation requests for events must provide a community benefit within the City of Milpitas proper. Applying organizations must provide proof of non-profit status from the federal Internal Revenue Service or the state Franchise Tax Board.

As required, Show Up and Love and SHEKconnect have provided copies of their determination letters from the Internal Revenue Service stating is a tax-exempt organization. All applicants meet the requirements as outlined in the Council adopted Donation and Fee Waiver/Reduction Policy.

POLICY ALTERNATIVE(S):

Alternative: Do not approve the fee waiver and donation applications as requested.

Pros: The City’s General Fund will not incur the costs of the fees waived.

Con: Denial of the request may result in the non-profit organization not being able to hold their event.

Reason not recommended: This request is consistent with the Council approved Policy.

FISCAL IMPACT:

\$25,000 was appropriated in the FY 2023-24 City budget for City Council Unallocated Community Promotions with a current balance of \$15,739.50. If these requests are approved by the City Council, then \$14,512.50 would remain in that line item of the current year’s budget.

CEQA:

The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

- 1) Approve a fee waiver of \$945 for the Show Up and Love 2nd Annual BBQ Cookoff for Love on July 14, 2024
- and 2) Approve a fee waiver of \$282 for the SHEKconnect Teen Girls Living Skills Workshop on June 22, 2024

Attachment(s):

- (a) Show Up and Love Application and Internal Revenue Service (IRS) non-profit letter
- (b) SHEKconnect Application and Internal Revenue Service (IRS) non-profit letter

City of Milpitas City Council Non-Profit Donation/Fee Waiver Requ... #30

Name of Organization	Show Up & Love
Is there a Milpitas Branch or Affiliation?	☒ Yes
Organization Address (as listed on your 501 (c) 3)	142 N. Milpitas Blvd. Unit 444 Milpitas, CA 95035 United States
Organization Web Site	https://www.showupandlove.com/
Organization Contact Name	Lorraine Patterson
Organization Contact Phone	(650) 537-5512
Organization Contact Email	info@showupandlove.com
Request Type	☒ Fee Waiver (up to \$1,500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	945.00
Description of Use of Funds/Fees to be Waived	Room Rental Fee for Community Center Auditorium
Event Name	2nd Annual BBQ Cookoff for Love
Event Date(s)	Jul 14, 2024
Event Location (Facility Name and Address)	Milpitas Community Center Auditorium, 457 E. Calaveras Blvd. Milpitas, CA 95035
Is your Event Open to the Public	Yes
What is you anticipated Event attendance?	300
What is the purpose of the Event?	To bring the community together for a day filled with love and raise funds to further our mission of empowering people to understand self love and find joy for themselves.
Is your event a Fundraiser	Yes
What percentage of your event fundraising proceeds will benefit the Milpitas Community?	60% or more
How will the Milpitas Community Benefit from this Event?	The Milpitas Community will be able to learn more about our organization and how we are helping people with their mental health and wellness. This could help parents with children challenged with self care and also help adults with the same challenges. This event is a good resource for people of all ages.

How will the City's contribution (if approved) be recognized in event media and publicity?

We can mention that our event was made possible by the City of Milpitas contribution.

Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)

501(c)3 determination letter .pdf

Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed. Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver Policy will result in the organization being denied for funding and/or fee waiver in the future. Draw your signature into the box below.

Lorraine Patterson

Entry Info

Date Created

3 Jun 2024 - 07:20:08 PM

Date Updated

IP Address

67.188.2.89



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

SHOW UP & LOVE
142 MILPITAS BLVD UNIT 444
MILPITAS, CA 95035

Date:
02/08/2022
Employer ID number:
86-3711148
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
June 30, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053653004361

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

City of Milpitas City Council Non-Profit Donation/Fee Waiver Requ... #29

Success!

Entry #29 has been updated.



Name of Organization	SHEKconnect
Is there a Milpitas Branch or Affiliation?	☒ No
Organization Address (as listed on your 501 (c) 3)	1265 Columbus Dr Milpitas, California 95035 United States
Organization Web Site	http://www.sheconnect.org
Organization Contact Name	Deborah Grant
Organization Contact Phone	(408) 382-1896
Organization Contact Email	dgrant@sheconnect.org
Request Type	☒ Fee Waiver (up to \$1,500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	\$624
Description of Use of Funds/Fees to be Waived	Location/Facility to teach living skills workshop
Event Name	Life Skills Workshop
Event Date(s)	Jun 22, 2024
Event Location (Facility Name and Address)	Sal Cracolice Center
Is your Event Open to the Public	Yes
What is you anticipated Event attendance?	25-30
What is the purpose of the Event?	To mentor teen girls who have experienced the loss of a mother and provide them with "real life" living skills such as financial literacy, career and college readiness, health and wellness, and resume building.

Is your event a Fundraiser No

What percentage of your event fundraising proceeds will benefit the Milpitas Community? None, this is not a fundraiser

How will the Milpitas Community Benefit from this Event?

Milpitas will benefit by helping and supporting teen girls who are going through a difficult time in their life and giving them girls skills to thrive as they transition into healthy adults.

How will the City's contribution (if approved) be recognized in event media and publicity?

The city of Milpitas will be recognized by giving teens who have loss a mother the opportunity to address the growing mental problems they face with death, especially with the COVID epidemic that they faced in the past years. Many teens have loss loved ones and they suffer silently with no outlet. This will give them a platform to learn personal development skills and become self-sufficient in areas that they were unable to receive because of their losses. Milpitas has been an advocate for helping out in this area through suicide prevention programs, social services program, and teen activities. This will be an extension of those services.

Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)

IRS Determination letter.docx

Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed. Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver Policy will result in the organization being denied for funding and/or fee waiver in the future. Draw your

A handwritten signature in black ink, appearing to read 'D. G. ...', is written over a horizontal line.

signature into the box
below.

Entry Info

Date Created	30 May 2024 - 01:21:39 PM
Date Updated	11 Jun 2024 - 10:08:53 PM view activity log_(1)
IP Address	



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

SHEKONNECT
1265 COLUMBUS DR
MILPITAS, CA 95035

Date:
04/07/2022
Employer ID number:
87-4237073
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
July 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 20, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053418011432

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

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If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter. [or Snip](#)

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt Resolutions of the Milpitas Housing Authority and City Council of the City of Milpitas Authorizing a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion (Staff Contact: Robert Musallam, Housing and Neighborhood Services Administrator, 408-586-3275)
Category:	Consent Calendar-Community Development
Meeting Date:	6/18/2024
Recommendation:	(1) Adopt a resolution of the Milpitas Housing Authority authorizing a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion; and (2) Adopt a resolution of the City Council of the City of Milpitas authorizing a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion.

BACKGROUND:

On June 12, 2018, the City Council approved and entitled 355 Sango Court for 101 affordable units and one manager's unit. The 102-unit development would include 23 Single Room Occupancy (SRO)/Studio, 40 1-bedroom, 27 2-bedroom, and 12 3-bedroom units. Additionally, 70% of the units would be deed-restricted affordable to incomes at or below 30% of the area median income, with the remaining 30% of the units deed-restricted between 50-60% of the area median income.

On August 7, 2018, the City Council approved the allocation of a portion of its Community Development Block Grant (CDBG) funds in the amount of Two Hundred Ninety-Nine Thousand Ninety-Seven Dollars (\$299,097) in the form of a CDBG loan.

On May 7, 2019, a Joint Meeting of the Milpitas Housing Authority and Milpitas City Council approved a loan between City of Milpitas Housing Authority and Resources for Community Development in the amount of Six Million and Five-Hundred Thousand dollars (\$6,500,000) from the Housing Authority Fund to assist with the construction of the 355 Sango Court Apartments.

In May 2022, Resources for Community Development submitted their request to receive the Six Million and Five-Hundred Thousand dollars (\$6,500,000) from the Housing Authority Fund. The City fulfilled its obligation and funded \$6,500,000 from the Housing Authority Fund to assist with the construction.

Shortly after finalizing construction and leasing, Resources for Community Development initiated the process of converting their construction loan to permanent financing. Per the initial loan agreement terms, the City of Milpitas Housing Authority does not intend to collect repayment for the \$6,500,000. As such, the current \$6,500,000 loan must be subordinated to the new permanent conversion financing.

ANALYSIS:

355 Sango Court (Development) is the first 100% affordable housing development in Milpitas. The Development was funded partially by the following City resources: \$6,500,000 in Housing Authority Funds, \$299,097 in CDBG funds, and a \$150,000 initial pre-development loan. The Development also demonstrates a larger partnership with the County, which provided \$16,000,000 in Measure A funding, and the State of California, which provided over \$15,000,000 through various sources, to funding solutions to combat the lack of affordable housing.

Given the cost of land acquisition and construction, most developments will seek local, regional, and state funding to supplement an acquisition and construction loan to construct their projects. These acquisition and construction loans are typically short-term (1-2 years) and very expensive, due to the risk that a project does not get fully developed and therefore unable to realize rent revenue from leasing up the project. Once the construction concludes, the development will begin to seek a conversion from short term to long term (or permanent) financing). To secure long term financing, a development will need to secure a final certificate of occupancy or final building permit approval for the local authority, lease up their vacant units to at or above 90% occupancy, and demonstrate strong financial performance for a period, often known as the seasoning period, which can be anywhere from 3-9 months depending on the lender.

The pre-development loan was repaid to the City when the initial acquisition and construction financing was secured. Only the City construction loan of \$6,500,000 and the \$299,097 CDBG loan are outstanding. The terms of the construction loan are as follows:

- Loan Amount: \$6,500,000 from the Housing Authority Fund
- Interest Rate: 3% Simple Interest per year, fixed
- Term: 55 years
- Repayment: Local funders will receive a pro rata share of 50% of Residual Receipts each year, applied to accrued interest first and then to principal
- After the close of escrow, the Housing Authority Deed of Trust will be the fifth deed of trust on the Leasehold Estate.

The terms of the CDBG loan are as follows:

- Loan Amount: \$299,097
- Interest Rate: 3% Simple Interest per year, fixed
- Term: 55 years
- After the close of escrow, the City CDBG Deed of Trust will be the sixth deed of trust on the Leasehold Estate.

This Development has secured all approvals except for the authority to execute the two attached subordination agreements (City of Milpitas CDBG Subordination Agreement and Milpitas Housing Authority Subordination Agreement). Staff recommends granting the City Manager and Executive Director, or designee, the authority to sign any and all documents related to the subordination of the initial construction loan. The Resolutions provided as Attachment 3 and 4 establish that authority.

FISCAL IMPACT:

This item does not have any net new fiscal impact.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The actions being considered have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). Further, this action does not meet the definition of a project under CEQA Guideline 15378 as it is a government fiscal activity which does not commit to any project that would result in a potentially significant impact on the environment.

RECOMMENDATION:

1. Adopt a Resolution of the Milpitas Housing Authority to Authorize a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion

2. Adopt a Resolution of the City Council of the City of Milpitas to Authorize a Subordination Agreement for the 355 Sango Court Permanent Loan Conversion

ATTACHMENT(S):

1. City of Milpitas CDBG Subordination Agreement
2. Milpitas Housing Authority Subordination Agreement
3. City of Milpitas Resolution
4. Milpitas Housing Authority Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE MILPITAS HOUSING AUTHORITY TO AUTHORIZE THE
SUBORDINATION OF THE INITIAL CONSTRUCTION LOAN TO SANGO COURT L.P. IN THE
AMOUNT OF \$6,500,000**

WHEREAS, on May 7, 2019, a Joint Meeting of the Milpitas Housing Authority and Milpitas City Council approved a loan between City of Milpitas Housing Authority and Resources for Community Development in the amount of Six Million and Five-Hundred Thousand dollars (\$6,500,000) from the Housing Authority Fund to assist with the construction of the 355 Sango Court Apartments; and

WHEREAS, on May 4, 2022, Resources for Community Development submitted their request to receive the Six Million and Five-Hundred Thousand dollars (\$6,500,000) from the Housing Authority Fund to assist with the construction of 355 Sango Court; and

WHEREAS, on May 18, 2022, the City fulfilled its obligation and funded the Six Million and Five-Hundred Thousand dollars (\$6,500,000) from the Housing Authority Fund to assist with the construction; and

WHEREAS, on January 19, 2024, Resources for Community Development initiated the process of converting their construction loan to permanent financing; and

WHEREAS, the City of Milpitas Housing Authority does not intend to collect repayment for the Six Million and Five-Hundred Thousand dollars (\$6,500,000), the loan must be subordinated to the permanent conversion financing.

NOW, THEREFORE, the Housing Authority Commission of the City of Milpitas hereby finds, determines, declares, and resolves as follows:

1. The Housing Authority Commission has considered the full record before it, which includes, but is not limited to, the supporting documentation, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Housing Authority Commission hereby authorizes its staff to subordinate the initial \$6.5 million loan for 355 Sango Court to the permanent conversion loan secured to 355 Sango Court.
3. The Housing Authority Commission hereby directs Housing Authority staff to finalize a subordination agreement and other necessary documents to the satisfaction of the Executive Director and Housing Authority Counsel.
4. The Housing Authority Commission hereby authorizes the Executive Director or designee authority to execute the subordination agreement and other necessary documents, on behalf of the Milpitas Housing Authority
5. The Housing Authority Commission hereby designates the City Clerk as the custodian of the documents and other materials which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the City Clerk's Office at 455 East Calaveras Boulevard, Milpitas, California 95035.

PASSED AND ADOPTED this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, Housing Authority Secretary

Carmen Montano, Chair

APPROVED AS TO FORM:

Michael Mutalipassi, Housing Authority Counsel

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MILPITAS CITY COUNCIL TO AUTHORIZE THE
SUBORDINATION OF THE INITIAL CONSTRUCTION LOAN TO SANGO COURT L.P. IN THE
AMOUNT OF \$299,097**

WHEREAS, On August 7, 2018, the City Council approved the allocation of a portion of its Community Development Block Grant (CDBG) funds in the amount of Two Hundred Ninety-Nine Thousand Ninety-Seven Dollars (\$299,097) in the form of a CDBG loan.

WHEREAS, on January 19, 2024, Resources for Community Development initiated the process of converting their construction loan to permanent financing; and

WHEREAS, the City of Milpitas does not intend to collect repayment for the Two Hundred Ninety-Nine Thousand and Ninety-Seven dollars (\$299,097), the loan must be subordinated to the permanent conversion financing.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, declares, and resolves as follows:

1. The City Council has considered the full record before it, which includes, but is not limited to, the supporting documentation, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby authorizes its staff to subordinate the initial \$299,097 CDBG loan for 355 Sango Court to secure a new loan.
3. The City Council hereby directs City staff to finalize a subordination agreement and other necessary documents to the satisfaction of the City Manager and City Attorney.
4. The City Council hereby authorizes the City Manager or designee authority to execute the subordination agreement and other necessary documents, on behalf of the Milpitas City Council.
5. The City Council hereby designates the City Clerk as the custodian of the documents and other materials which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the City Clerk's Office at 455 East Calaveras Boulevard, Milpitas, California 95035.

PASSED AND ADOPTED this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Conduct a Public Hearing and Adopt a Resolution on the 2024 Weed Abatement Assessments (Staff Contact: Arthur Belton, Deputy Fire Chief / Fire Marshal, 408-586-3384)
Category:	Public Hearings-Public Safety
Meeting Date:	6/18/2024
Recommendation:	Conduct a public hearing and adopt a resolution confirming the 2024 Weed Abatement Assessment Report and the Assessment List to be entered into the tax assessment rolls.

BACKGROUND:

On February 2, 1976, an Agreement was established and approved to abate weeds by the County of Santa Clara for the City of Milpitas. The purpose of the Agreement is to promote the efficiency and economy of operations in the abatement of weeds by the City and the County.

On June 21, 2022, City Council approved and authorized the City Manager to execute and sign the Amended and Restated Weed Abatement Agreement Between City of Milpitas and the County of Santa Clara Consumer and Environmental Protection Agency – Weed Abatement Program. The intent of this updated agreement was to provide consistency with current County standards. The County typically adjusts fees annually to ensure costs of the program are fully recovered from property owners within the program. Language in the agreement included a provision for a true-up, where the City will be responsible for any potential shortfall if the amounts collected from property owners are inadequate to reimburse the County for services provided.

The major procedural functions to be performed by the County and/or City shall include but not be limited to:

1. The County shall prepare the list of parcels requiring abatement of weeds in the City and transmit the said list to the City for review and approval for processing.
2. The County shall prepare the notice of weed abatement and cause such notice to be mailed to the owners of the parcels requiring weed abatement.
3. The City Council shall conduct public hearings on the proposed removal of weeds pursuant to the provisions of the City Ordinance when the City Fire Marshal presents such appropriate resolutions for adoption. The City Council may, by adoption of a resolution, declare the weeds on the respective parcels of the land as a public nuisance, and make the determination to proceed with the abatement of weeds, and authorize the performance of the service to remove the weeds in accordance with the aforementioned Agreement.
4. Upon proper authorization by the City, the County shall remove the weeds on the designated properties.
5. The County shall render to the City an itemized assessment report for the cost of the weed abatement services performed per the respective parcels.
6. Pursuant to California Health and Safety Code 14915, a copy of the report, as confirmed, shall be turned over to the auditor of the county, on or before the tenth day of August following such

confirmation, and the auditor shall enter the amounts of the assessments against the respective parcels of land as they appear on the current assessment roll, (Amended by Stats. 1939, Ch. 354).

7. The City Council, after a public hearing, shall require the County Assessor's Office to include the costs of the weed abatement services performed for the City for the current year, as a special assessment on bills for taxes levied against the affected parcels. Such special assessments shall be liens on the respective properties.

ANALYSIS:

On March 5, 2024, the City Council adopted Resolution No. 9307 declaring noxious or dangerous weeds growing upon certain described property to be a public nuisance that must be abated by the removal of the weeds. If the public nuisance was not removed timely from the properties by the owner, the City contracted with the County of Santa Clara Consumer and Environmental Protection Agency- Weed Abatement Program (County) to remove the weeds and abate the nuisance. In accordance with Title V, Chapter 202 of the Milpitas Municipal Code, the County filed with the City Clerk a report and assessment list on weeds abated within the City as nuisances. A notice for the public hearing was sent by the City Clerk's Office to the local newspaper for publication, as well as mailed to the affected property owners by the Fire Marshal's Office pursuant to Milpitas Municipal Code Section V-202-9.00.

The City Municipal Code requires that the City Council hear the report together with any objections of the property owners liable to be assessed and make such modifications on the proposed assessment as it deems necessary.

Following adoption by the City Council, the resolution will be recorded, and charges thereon become a lien on the land involved to be collected in the same manner as property taxes. A copy of the assessment list and the proposed resolution confirming the weed abatement report are included in the Council's agenda packet.

POLICY ALTERNATIVE(S):

There are no policy alternatives other than what is outlined under the Recommendations section. Pursuant to the February 2, 1976 Agreement, the County under the provisions of the Health and Safety Code of the State of California and its ordinance has the authority to enforce the abatement of weeds. Likewise, the City under the California Fire Code and Milpitas Municipal Code, Title V, Chapter 202 has the authority to enforce the abatement of weeds.

FISCAL IMPACT:

At the first City Council meeting in August of each year during a public hearing, the City Municipal Code provides that the City Council hear the assessment report for the list of weeds abated within the City, together with any objections of the property owners liable to be assessed, and to make such modifications on the proposed assessment as it deems necessary. Following adoption by the City Council, the resolution will be recorded, and charges thereon become a lien on the land involved to be collected in the same manner as property taxes.

If the County's costs to administer the program are not fully recovered through fees from the property owners, Section 7C of the agreement may be applied. If this were to occur, General Fund monies, via the Unanticipated Expenditure Reserve, would be utilized.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061 (b)(3).

RECOMMENDATION:

1. Open the Public Hearing for public comment and close the Public Hearing.
2. Adopt a Resolution Confirming the 2024 Weed Abatement Assessment Report and the Assessment List to be entered into the Tax Assessment Rolls.

ATTACHMENT(S):

- (a) Resolution
- (b) Exhibit A - 2024 Weed Abatement Assessment Report for the City of Milpitas

When Recorded Mail to:

City of Milpitas
Attention: City Clerk
455 East Calaveras Boulevard
Milpitas, CA 95035

Record without fee under
Section 6103 - Government Code
State of California

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS CONFIRMING A
WEED ABATEMENT ASSESSMENT REPORT AND ASSESSMENT LIST TO BE ENTERED
ON TAX ASSESSMENT ROLLS**

WHEREAS, on March 5, 2024, the City Council of the City of Milpitas adopted Resolution No. 9307 declaring noxious or dangerous weeds growing upon and/or the accumulation of rubbish, refuse or dirt upon certain described property to be a public nuisance that must be abated by removal; and

WHEREAS, if the public nuisance was not removed from the properties by the owner, the City contracted with the Office of Santa Clara County Agricultural and Environmental Management to remove the weeds, rubbish, refuse and/or dirt and abate the nuisance; and

WHEREAS, the Office of Santa Clara County Agricultural and Environmental Management filed a report and abatement assessment list with the City Clerk in conformance with Title V, Chapter 202 of the Milpitas Municipal Code; and

WHEREAS, notice of the report and abatement assessment list was posted in accordance with Milpitas Municipal Code, Section V-202-9.00; and

WHEREAS, on June 18, 2024 a public hearing was held on said report and assessment list, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City Council heard and overruled any objections of the property owners liable to be assessed for the abatement.

NOW, THEREFORE, the City Council hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby confirms the 2024 Weed Abatement Assessment Report and Abatement List by the County of Santa Clara for the City of Milpitas, filed by the Office of Santa Clara County Agricultural and Environmental Management, without modification.
3. The City Council orders that the cost of abating such public nuisance upon the various properties respectively referred to in the 2024 Weed Abatement Assessment Report and Assessment List shall constitute special assessments against such respective parcels of land and shall constitute a lien against such parcels for the amount of such assessments.

4. The City Manager shall cause a certified copy of this Resolution confirming the 2024 Weed Abatement Assessment Report and Assessment List to be recorded in the Office of the Santa Clara County Recorder and to be filed with the County Tax Assessor and Collector's office and the County Auditor's office in order for said assessments to be entered on the tax rolls as provided by Title V, Chapter 202 of the Milpitas Municipal Code.

PASSED AND ADOPTED this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Carmen Montano, Mayor

ATTEST:

Suzanne Guzzetta, City Clerk

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

2024 WEED ABATEMENT PROGRAM					
ASSESSMENT REPORT					
CITY OF MILPITAS					
SITUS				APN	TAXROLL AMT
636	N	ABEL	ST	022-06-010	\$96.00
7280		MARYLINN	DR	022-07-007	\$96.00
549	N	ABEL	ST	022-09-028	\$96.00
99	S	MAIN	ST	022-24-017	\$96.00
111	S	MAIN	ST	022-24-040	\$96.00
1735		CALIFORNIA	CR	022-37-002	\$642.00
1301		CALIFORNIA	CR	022-38-002	\$96.00
81		DIXON	RD	026-05-021	\$96.00
		DIXON	RD	026-05-023	\$96.00
1882	N	MILPITAS	BL	026-05-024	\$96.00
51		DIXON	RD	026-05-053	\$96.00
		DIXON	RD	026-06-012	\$96.00
1720		ARIZONA	AV	026-07-016	\$96.00
1840		ARIZONA	AV	026-07-051	\$642.00
1640		ARIZONA	AV	026-11-067	\$96.00
		BOTHELO	LN	028-23-017	\$1,848.30
		RAILROAD	AV	028-24-006	\$642.00
1390		EL CAMINO HIGUERA		029-02-007	\$96.00
1327		CALLE ORIENTE		029-05-010	\$96.00
1301		CALLE ORIENTE		029-05-012	\$96.00
880		EVANS	RD	029-06-003	\$96.00
666		EVANS	RD	029-06-008	\$96.00
826		CALAVERAS RIDGE	DR	029-06-031	\$96.00
322		PARK VICTORIA	DR	029-16-006	\$96.00
1220		COUNTRY CLUB	DR	029-52-014	\$96.00
1039		CAMARILLO	CT	029-52-015	\$96.00
531		VISTA RIDGE	DR	042-30-029	\$1,925.55
		SERRA	WY	083-06-006	\$96.00
		MAIN	ST	083-07-015	\$642.00
540	S	ABEL	ST	083-13-013	\$642.00
91		MONTAGUE	EX	083-42-002	\$2,293.80
717		FOLSOM	CL	086-25-018	\$642.00
		MAIN	ST	086-25-028	\$96.00
		HAMMOND	WY	086-25-030	\$642.00
		HAMMOND	WY	086-25-032	\$642.00
		BOTHELO	AV	086-26-039	\$642.00
		HAMMOND	WY	086-26-040	\$96.00
		HAMMOND	WY	086-26-042	\$642.00
		MILPITAS	BL	086-28-006	\$642.00

EXHIBIT A

		VISTA	WY	086-29-005	\$642.00
		WRIGLEY	WY	086-29-036	\$642.00
		YOSEMITE	DR	086-29-047	\$96.00
876		YOSEMITE	DR	086-30-047	\$96.00
		YOSEMITE	DR	086-30-048	\$96.00
		AMES	AV	086-30-060	\$642.00
		SINCLAIR FRONTAGE	RD	086-31-003	\$1,977.00
		MILPITAS	BL	086-32-084	\$3,711.00
1528		CENTRE POINTE	DR	086-33-110	\$96.00
		MONTAGUE	EX	086-41-014	\$2,076.00
1001	S	MILPITAS	BL	086-42-033	\$96.00
		GARDEN	ST	086-94-014	\$642.00
375		DEMPSEY	RD	088-01-002	\$2,561.10
		DEMPSEY	RD	088-04-060	\$96.00
	S	PARK VICTORIA	DR	088-04-062	\$96.00
		DEMPSEY	RD	088-04-076	\$96.00
534	S	PARK VICTORIA	DR	088-06-039	\$96.00
2013		YOSEMITE	DR	088-20-023	\$96.00
575		CARLSBAD	ST	088-20-102	\$96.00
632		CARLSBAD	ST	088-20-125	\$96.00
1791		ROCKY MOUNTAIN	AV	088-23-075	\$96.00
1966		YOSEMITE	DR	088-26-149	\$96.00
		OLD PIEDMONT	RD	092-34-008	\$2,622.00
1250		PIEDMONT	RD	092-34-014	\$1,879.50
2235		URIDIAS RANCH	RD	092-37-050	\$642.00



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Conduct a Public Hearing to Approve the Allocations for the Fiscal Year 2024-2025 Community Development Block Grant, and the Corresponding Annual Action Plan (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Robert Musallam, Housing and Neighborhood Services Administrator, 408-586-3275)
Category:	Public Hearings-Community Development
Meeting Date:	6/18/2024
Recommendation:	(1) Conduct a public hearing; (2) Adopt the FY2024-2025 Annual Action Plan with recommended allocation amounts. (3) Authorize the City Manager, or designee, to make any necessary changes to the approved FY2024-2025 Annual Action Plan as needed to comply with CDBG submission guidelines. (4) Authorize the City Manager, or designee, to execute CDBG agreements with the approved subrecipients, and amend the CDBG agreements as needed to comply with CDBG guidelines.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) provides annual grants through the Community Development Block Grant (CDBG) program to local entitlement cities and counties. The CDBG program provides resources to the most vulnerable low- and moderate-income communities to address a wide range of community development needs through investment in capital projects and public services. The amount of funds Milpitas receives is determined by a formula based on population and the amount allocated for CDBG in the Federal budget.

On December 8, 2023, the City announced the opening of the FY2024-2025 CDBG application period. The application period opened on December 8, 2023, and remained available through January 8, 2024. The announcement was made via a Notice of Funding Availability. The public notice was distributed to the current CDBG subgrantees, CDBG interest email list, and other community members. Additionally, the public notice and the application were physically available at City Hall's Permit Center and the Milpitas Library for the public. Lastly, the public notice was published in the Milpitas Post on December 8, 2023. The application was accessible via our [Federal Program webpage](#).

Staff designed a simplified application to streamline and increase the efficiency of the process. A total of twenty (20) simplified applications were received during the application period. The combined total of all requests for FY2024-2025 CDBG funding is \$1,005,607.

On February 6, 2024, the City Council held a public hearing to provide staff with feedback and/or direction on CDBG priority areas the City Council seeks to fund. The City Council's feedback was incorporated into the final allocation recommendations for the June 18, 2024, public hearing meeting.

On March 13, 2024, the Community Advisory Commission (CAC) held a public meeting to review the applications received, hear from the applicants, and rank priority areas. Below is the ranking by the CAC of public service areas.

1. Senior Services
2. Youth/Teen Services
3. Disability Services
4. Victims of Domestic Violence
5. Homeless Services
6. Neurodiverse Services

The CAC feedback was incorporated into the final allocation recommendations for the June 18, 2024, public hearing meeting.

On May 6, 2024, HUD released entitlement allocations. The City received \$592,161 for FY2024-2025. Historically, the City has received entitlement allocations between \$600,000 and \$650,000. However, early this year, Congress announced a reduction to HUD's budget. Since over \$1,000,000 in applications were submitted, the City will not be able to fully fund all the requests

Eligible and Ineligible Uses

HUD sets restrictions on how CDBG may be used. CDBG activities must be on HUD's list of eligible uses. A summary of eligible and ineligible activities is included in Attachment 1.

Meeting National Objectives

CDBG activities must meet one of the following National Objectives:

1. Provide a benefit to low- and moderate-income persons;
2. Eliminate or prevent slum or blight; or
3. Meet other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs, often referred to as "urgent need."

The City of Milpitas has historically used its CDBG allocation to benefit low- and moderate-income persons. To meet the slum or blight National Objective, the City would have to identify areas of the City that meet the definition of a slum, blighted, deteriorated, or deteriorating area under state or local law. Milpitas has not identified significantly blighted conditions within its boundaries. As such, CDBG formula funds must be used to benefit low- and moderate-income persons.

The table below displays the income limits determined by HUD to be low- and moderate-income for Santa Clara County.

Person(s)	1	2	3	4	5	6	7	8
(50% AMI)*	\$64,550	\$73,750	\$82,950	\$92,150	\$99,550	\$106,900	\$114,300	\$121,650
(80% AMI)*	\$102,300	\$116,900	\$131,500	\$146,100	\$157,800	\$169,500	\$181,200	\$192,900

*HUD Definition of low-income is 50% area medium Income (AMI); and moderate- income is 80% AMI.

Consolidated Plan

The Consolidated Plan is a three- to five-year document that demonstrates a jurisdiction's plan to allocate CDBG funding to benefit low- and moderate-income individuals over that period. The Consolidated Plan's

priorities and activities are based on an analysis of the City's needs, feedback from public outreach, and alignment with the City's priorities. During the Consolidated Plan period, a jurisdiction may amend its plan in accordance with HUD guidelines. The current Consolidated Plan was approved by the City Council on June 14, 2022, and is set to expire in 2025.

The FY2022-2025 Consolidated Plan was approved as a three-year plan to re-align the Consolidated Plan end date with neighboring jurisdictions. As the Consolidated Plan is a large report, requiring significant staff time, the City will now be able to pool resources with partnering jurisdictions to draft the FY 2025-2030 Consolidated Plan with the help of a regional consultant. More details on the progress of the FY2025-2030 Consolidated Plan will be shared during next year's CDBG cycle.

Annual Action Plan

For each of the three to five years covered by the Consolidated Plan, HUD requires the City to prepare a One-Year Action Plan that identifies programs, projects, and CDBG funding levels undertaken during any given year.

ANALYSIS:

Fiscal Year 2024-2025 Annual Action Plan

The FY2024-25 Annual Action Plan is the City's plan to accomplish the third and final year of goals and priorities laid out by the Consolidated Plan. The complete FY2024-2025 draft Annual Action Plan is available as Attachment 2.

Available Funds

The City's FY2024-2025 formula allocation from HUD is \$592,161.

HUD allows a maximum of:

- 15% of total funds for public services.
- 65% of total funds for capital projects.
- 20% of total funds for planning and administration.
- Economic development activities do not apply to any of the program caps.

Based on the allocation of \$592,161 the maximum funding allowed in each category is as follows:

Allocation	Public Services (15%)	Capital Projects (65%)	Program Administration (20%)
\$592,161.00	\$88,824.15	\$384,904.65	\$118,432.20

The City currently holds unspent funds of \$224,168.10 from prior years from a combination of unspent prior year funds and the City's repayment of CDBG-Coronavirus funding that was not allocated according to HUD guidelines. These unspent funds can only be expended on economic development activities or infrastructure projects. However, for an infrastructure project to be compliant with HUD, the project must satisfy the Low/Mod Area Benefit National Objective. This means the City must prove that at least 51% of the beneficiaries in the area are low-income. This can be done by entering either (1) U.S. Census data by Census Tract; or (2) survey data. Currently, Milpitas does not have any census tracts that qualify under this definition nor does the City have survey data to prove any area in Milpitas is at least 51% low-income, so the default for using unspent funds is economic development activities.

Breakdown of Activities

As noted above, 20 simplified applications were received during the application period. A total of 14 applications from 20 applicants are being considered for FY2024-2025 CDBG funding. The combined total of all requests for FY2024-2025 CDBG funding is \$1,005,607, with the breakdown as follows:

	Approximate Total Allocation	Public Services	Capital Projects	Program Administration
CDBG Funds Available	\$592,161.00	\$88,824.15	\$384,904.65	\$118,432.20
Total Application Requests*	\$1,005,607.00	\$378,607.00	\$506,000.00	\$21,000.00

*Economic Development activity does not apply to any of the program caps.

Based on the FY2024-2025 formula allocation of \$592,161 and the maximum funding allowed in each category, it is likely that some of the applicants will not receive an allocation in the amount they have requested or any funding at all. A more detailed breakdown is provided below.

February 6, 2024, City Council Discussion

As a recap, listed below are the high-level discussion points made by the City Council at the Public Hearing:

- The City Council reached a consensus on seeking new applicants considered for funding.
- The City Council supports the funding increase to the microenterprises program.
- The City Council is keenly interested in more monitoring/audits conducted on subgrantees.

Based on City Council feedback, available funding, and the caps on each of the categories, staff has attempted to adjust the proposed allocations to best address City Council input. The proposed approach strives to adjust the allocations equitably while maintaining compliance with HUD guidelines.

In summary, staff proposes a slight downward adjustment to the allocated amounts in response to the decrease in entitlement allocations for FY2024-2025. CityTeam and Hope for the Unhoused, reflect two new applicants that staff recommends for grant funding. Of the \$224,168 in prior year unspent funds, \$191,094.35 is recommended to be allocated along with \$28,905.65 of remaining CDBG funding from the total entitlement grant for a total award of \$220,000.00 for the Microenterprise Assistance Program. A total of \$20,000.00 of the \$220,000.00 will be used to pay for the grant administrator, FORWARD, to administer the Microenterprise Assistance Program on behalf of the Office of Economic Development for FY2024-2025.

The remainder of \$33,073.75 of the prior year's unused funds will be reallocated next program year.

For a full summary of the applicants' original CDBG funding requests, staff funding recommendations, and the allocations proposed based on City Council feedback, please see Attachment 3. The following is a summary of the activities and funding amounts staff recommends:

Organization Name	Project Description	CDBG Fund Request	Proposed CDBG Funding Amount
Catholic Charities of Santa Clara County	The mission of the Long-Term Care Ombudsman Program is to seek the resolution of problems and advocate for the rights and well-being of residents of long-term care facilities. Proposed Served: 4	\$11,000	\$10,000
Child Advocates of Silicon Valley	Child Advocates' mission is to be there for every foster child in Santa Clara County who has experienced abuse, neglect, and/or abandonment. They accomplish this by operating the Court Appointed Special Advocates (CASA) program in Santa Clara County. CASAs are trained community volunteers who are appointed by a judge's order to advocate for the best interests of foster children. Proposed Served: 4	\$14,000	\$10,000
CityTeam	CityTeam will use the Hope on Wheels food truck to deliver food items to the Milpitas community. Proposed Served: 50	\$10,000	\$5,000
Healthier Kids Foundation of Santa Clara County	Healthier Kids Foundation works with Milpitas Unified School District to remove health barriers impacting the learning and life success of its students, newcomers, and refugees. The request is to partially fund a Refugee and Immigrant School Linked Services Manager for Milpitas Unified that will support affected families in the Milpitas community. Proposed Served: 400	\$50,000	\$0
Hope for the Unhoused	This mobile service center would provide weekly services for the unhoused to get food, water, clothing, essentials (tents, sleeping bags), hygiene kits, devices recharging, etc. It would also provide the unhoused the ability to get assessed (VI_SPDAT), request additional support such as medical issues (Valley Med Backpack Team), request or get status on case management items (e.g., ID, Social Security, EBT, GA/VA benefits, etc.). Proposed Served: 40	\$15,000	\$5,000
India Community Center (ICC)	ICC supports over 150 Seniors at our center in Milpitas who participate in a variety of activities between Monday to Friday. Proposed Served: 100	\$50,000	\$0
Knights of Columbus	Annual free Thanksgiving dinner on Thanksgiving Day for the homeless, seniors, and low-income. Proposed Served: 500	\$5,000.00	\$0.00

Public Service

Next Door Solutions to Domestic Violence	Provide Support Services for Survivors of Domestic Violence by providing emergency shelter, crisis counseling, safety strategies, community and systems advocacy, support groups, and case management. Proposed Served: 37	\$20,000	\$9,412.08
Pragnya	Support children, youth, and adults from the Neurodiverse community by extending the Social Recreational programming to be inclusive of larger groups and longer sessions to create social-emotional connections. Proposed Served: 300	\$68,000	\$0
Project Sentinel	Housing providers (including owners and property managers) and tenants will receive comprehensive education and counseling to understand their rights and responsibilities better. Proposed Served: 30	\$42,000	\$10,000
Senior Adults Legal Assistance (SALA)	SALA will continue our program of accessible and affordable free Legal Services, serving Milpitas residents 62 or older. Proposed Served: 16	\$12,500	\$10,000
Silicon Valley Independent Living Center	The Housing & Support Services for Persons with Disabilities & Older Adults program is the most utilized service with over 75% of consumers requesting and receiving housing assistance, rent relief, and/or other emergency services. Proposed Served: 42	\$15,107	\$10,000
Sourcewise	Sourcewise will serve unduplicated Milpitas seniors age 60 and older, who qualify for nutritious home-delivered meals. Clients receive 14 meals delivered once a week to their homes at no cost to the seniors. Proposed Served: 20	\$25,000	\$10,000
The Health Trust	The Health Trust Meals on Wheels program provides home-delivered meals to seniors in Santa Clara County. Proposed Served: 45	\$11,000	\$0
YWCA Golden Gate Silicon Valley	YWCA Golden Gate Silicon Valley is proud to provide residents of Milpitas with a multiservice continuum of crisis response and prevention services for survivors of domestic violence. Proposed Served: 15	\$30,000	\$9,412.07
Subtotal		\$378,607	\$88,824.15

Capital Projects

Organization Name	Project Description	CDBG Fund Request	Proposed CDBG Funding Amount
Milpitas Library Roof Repair-City of Milpitas	The roof of the Library is 15 years old and in disrepair and needs repairing and replacement. Proposed Served: 1000	\$100,000	\$0
Rebuilding Together Silicon Valley (RTSV)	RTSV provides critical home repairs to low-income residents. Proposed Served: 26	\$156,000	\$156,000
Terrace Gardens Senior Housing	Requesting funds to replace the roofs at the "Community Building", and "E" and "F" buildings. Proposed Served: 148	\$250,000	\$199,999
Subtotal		\$506,000	\$355,999

	Organization Name	Project Description	CDBG Fund Request	Proposed CDBG Funding Amount
<u>Economic Development</u>	Microenterprise Assistance Program	Funding will be used to provide support to microenterprises in Milpitas. Proposed Served: 40	\$100,000	*\$28,905.65 See Below
	Subtotal		\$100,000	\$28,905.65
<u>Program Administration</u>	Project Sentinel	Milpitas residents and those seeking to reside in Milpitas will have their civil rights protected with fair housing education, counseling, investigation, and enforcement actions. Proposed Served: 106	\$21,000	\$21,000
	Program Administration	Staff time in administering the program, including all public noticing, and publishing.	\$0	\$97,432.20
	Subtotal		\$21,000	\$118,432.20
<u>Unspent Funds</u>				
		Entitlement Funds Subtotal	\$1,005,607	\$592,161
	Microenterprise Grant Assistance Program	\$191,094.35 from unspent funds and \$28,905.65 from FY24-25 entitlement funds will be allocated to the Microenterprise Grant Assistance Program for an activity grand total of \$220,000. Proposed Served: 40	\$100,000.00	*\$191,094.35
	Unspent Funds Subtotal		\$100,000.00	\$191,094.35

*Pending City Council approval

The following community-based organizations applied but staff is not recommending funding:

- Healthier Kids Foundation
- India Community Center
- Knights of Columbus
- Milpitas Library
- Pragnya
- The Health Trust

The reasons for not funding these organizations can be attributed to one or more of the following reasons:

1. Ineligible activities
2. High funding request
3. Duplication of services
4. Risk of non-compliance
5. Prior year organizational performance

Home Rehab Loan Program

For over 20 years, the City has offered a Home Rehab Loan program to its residents. The program provides low-interest rate loans to very low and low-income property owners. To secure the City's loans, a lien is placed on the property where the rehabilitation occurs. This ensures that if the property is sold, the City's loan will be repaid.

The City has an established revolving loan fund with HUD that is separate from the CDBG formula funding it receives on an annual basis. The revolving loan fund has an authorized specific use for these rehab loans which can only be changed with City Council approval. Payments made to repay a loan must be deposited into the revolving loan fund and, per HUD guidelines, must be reallocated as soon as possible. These payments are known as program income.

Most of the City's current loans do not require any ongoing loan payments from the loan recipient. As such, payments are generally made in full when a property is sold. Recently, repayments have generated program income of \$594,882.86. Staff proposes to continue funding the Home Rehab Loan Program as it is already a City Council and HUD-approved activity for these funds. Last year, staff included a substantial amendment to the Consolidated Plan to include verbiage that reflects the additional \$594,882.86 for the Home Rehab Loan Program. There were delays in starting the Home Rehab Loan Program in FY2023-24, but staff anticipates the re-launch of the program by Summer 2024.

FISCAL IMPACT:

The City of Milpitas will receive FY2024-2025 formula allocation funds in the amount of \$592,161. Of this amount, \$97,432.20 will be allocated to program administration to help offset the staff cost of administering the program. An additional, \$191,094.35 will be reprogrammed from prior fiscal years to the current fiscal year and will be awarded to activities in accordance with HUD guidelines.

The City's current revolving loan balance of \$594,882.86 will continue to fund the administration of the Home Rehab Loan Program.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

1. Open the public hearing, hear testimony, and then close the public hearing.
2. Adopt the FY2024-2025 Annual Action Plan with recommended allocation amounts.
3. Authorize the City Manager, or designee, to make any necessary changes to the approved FY2024-2025 Annual Action Plan as needed to comply with CDBG submission guidelines.
4. Authorize the City Manager, or designee, to execute CDBG agreements with the approved subrecipients, and amend the CDBG agreements as needed to comply with CDBG guidelines.

ATTACHMENT(S):

Attachment 1: Eligible and Ineligible Uses

Attachment 2: FY2024-2025 Draft Annual Action Plan

Attachment 3: Applicant Summary

Eligible and Ineligible CDBG Activities

Eligible CDBG Activities

1. Acquisition of Real Property
2. Disposition
3. Public Facilities and Improvements
4. Clearance and Remediation
5. Public Services
6. Interim Assistance
7. Relocation
8. Loss of Rental Income
9. Housing Services
10. Privately-Owned Utilities
11. Rehabilitation and preservation
12. Construction of Housing
13. Code Enforcement
14. Special Economic Development Activities
15. Microenterprise Assistance
16. Special Activities by Community-Based Development Organizations
17. Homeownership Assistance
18. Planning and Capacity Building
19. Program Administration Costs
20. Miscellaneous Other Activities

Ineligible CDBG Activities

1. **Buildings or portions thereof, used for the general conduct of government may not be assisted with CDBG funds.** This does not include, however, the removal of architectural barriers involving any such building, which may be assisted under the category of Public Facilities and Improvements.
2. **General government expenses.** Expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
3. **Political activities.** CDBG funds may not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.
4. **Purchase of equipment.** The purchase of equipment with CDBG funds is generally ineligible – construction equipment, fire protection equipment, furnishings and personal property.
5. **Operating and maintenance expenses.** The general rule is that any expense associated with repairing, operating, or maintaining public facilities, improvements, and services is ineligible.
6. **New housing construction.**
7. **Income payments.** The general rule is that CDBG funds may not be used for income payments.

Adapted from HUD booklet, Community Development Block Grant Program; A guide to National Objectives & Eligible Activities for Entitlement Communities.



City of Milpitas

DRAFT ACTION PLAN

Fiscal Year 2024-2025



Draft for June 18, 2024

FY 2024-2025 Annual Action Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Milpitas (City) is an entitlement city that receives Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD).

CDBG funds address community and economic development needs for low- and moderate-income residents through public services and capital improvement projects. At least seventy percent (70%) of gross funding is to be utilized to serve low- and moderate-income individuals and households.

The City is required to develop a three to five-year Consolidated Plan outlining the strategies used to meet the variety of housing and non-housing community needs. For each of the three to five years covered by the Consolidated Plan, HUD requires the City to prepare a one-year Action Plan that identifies programs, projects, and CDBG funding levels undertaken any given year. This Annual Action Plan (AAP) covers the third and final program years covered by the City's 2022-25 Consolidated Plan which was adopted by the Milpitas City Council on June 14, 2022.

The City's AAP covers the period from July 1, 2024, to June 30, 2025 (HUD's Program Year 2024). The City's FY 2024-25 AAP reports on the status of needs and outcomes the City expects to achieve in the coming year. The activities mentioned in the Annual Action Plan are based on current priorities. The 2022-25 Consolidated Plan is supported by the AAP.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

The AAP provides a snapshot of how the City will utilize its CDBG allocation to meet the needs of the City's low- and moderate-income individuals and the most vulnerable populations.

The objectives and outcomes identified in the 2022-2025 Consolidated Plan are to be achieved with the activities and programs mentioned in the Annual Action Plan. The Annual Action Plan works towards accomplishing the following priorities to meet the housing and community development needs in Milpitas:

- Affordable Housing Rental Rehabilitation
- Assist Microenterprises and Small Businesses
- Community Funding/Public Services
- Fair Housing
- Maintain and Preserve Existing Housing
- New Affordable Housing
- Public Improvements including Accessibility and Improving Public Facilities
- Public Services for Children and Youth
- Public Services for Domestic Violence Support
- Public Services for Residents at Risk of Eviction
- Public Services for Seniors

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Consolidated Annual Performance and Action Report (CAPER) reports on the success of the City's Annual Action Plan. The CAPER assists in assessing the annual performance of the AAP with meeting its overall three-to-five-year Consolidated Plan priorities.

The last CAPER submitted to HUD was for FY 2022-23 (HUD's Program Year 2022).

The following are the highlights of the accomplishments reported in support of the Consolidated Plan:

Affordable Housing Rental Rehabilitation: Terrace Gardens Senior Housing is an affordable housing rental apartment for seniors. Terrace Gardens met its goal of rehabilitating the existing community room wood trellis, assisting 148 housing units.

Community Funding/Public Services: A total of 174 individuals benefitted from a variety of public services provided by four non-profit organizations.

Maintain and Preserve Existing Housing: Rebuilding Together Silicon Valley (RTSV) preserves affordable housing by providing safety, energy efficiency, accessibility repairs, and improvements to qualified low-income homeowners and renters. RTSV made housing repairs for 27 Milpitas households (26 homeowners and 1 renter).

Public Services for Children and Youth: Child Advocates of Silicon Valley is the only agency in the County that provides court-appointed volunteers (CASA) to each foster child. Child Advocates of Silicon Valley served and connected 9 Milpitas foster children youth and children to CASAs.

Public Services for Domestic Violence Support: A total of 78 individuals benefitted from a variety of domestic violence survivor services provided by two non-profit organizations.

Public Services for Seniors: A total of 553 individuals benefitted from a variety of senior services provided by seven non-profit organizations.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City solicited input throughout the development process of the FY 2024-25 AAP. During the development of the FY 2024-25 AAP, two public hearings and a community meeting were held to solicit public comment to help identify community needs. The First Public Hearing was held during the drafting phase of the AAP. The Second/Final Public Hearing Meeting is **scheduled for June 18, 2024.**

Public Hearing #1

The First Public Hearing was held on February 6, 2024, to solicit public comment on the applications submitted. A total of twelve (12) public comments were provided. Nine (9) public comments were from prospective applicants summarizing its proposed activities and how the activities would benefit Milpitas residents.

Public Hearing #2

June 18, 2024

Public Noticing

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary **TBD**

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

The City of Milpitas is the lead agency and administrator for CDBG entitlement funds.

Agency Role	Name	Department/Agency
CDBG Administrator	City of Milpitas	Housing

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Robert Musallam
Housing Division Manager
455 E. Calaveras Blvd.
Milpitas, CA 95035
rmussallam@milpitas.gov

Michelle Silva
Administrative Analyst II
455 E. Calaveras Blvd.
Milpitas, CA 95035
msilva@milpitas.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The FY 2024-25 AAP is a one-year plan that describes eligible projects and activities to be completed according to current priorities outlined in the 2022-25 Consolidated Plan. The AAP was prepared by Housing staff with input from a variety of local and regional stakeholders.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City will continue to work with organizations to provide programs and services for low- and moderate-income residents. The City participates in a monthly regional CDBG/ Housing Coordinators meeting with all local jurisdictions, which often includes the County Santa Clara Office of Supportive Housing (OSH), to discuss housing cooperation. City staff continues to maintain dialogue with all service providers, public and private to enhance services and connect with service providers for better coordination of service deliveries.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Santa Clara County Office of Supportive Housing is the administrator of the Santa Clara County Continuum of Care (CoC). The CoC is a multi-sector group of stakeholders guiding the implementation of the County’s housing and service system to meet the needs and prevent and end homelessness. This includes: 1) permanent housing, 2) emergency shelter with outreach and assessment services, 3) transitional housing with support services, and 4) prevention services.

In 2020, the City of Milpitas participated in the preparation of the Community Plan to End Homelessness in Santa Clara County. The Plan identifies strategies to address the needs of homeless people in the county. On October 6, 2020, the City Council endorsed the 2020-2025 Santa Clara County Community Plan to End Homelessness.

The City is currently looking for a partner in homeless outreach. We plan to have a combined in-house and third-party approach to end homelessness. The City is projected to onboard a new homeless outreach provider prior to the start of the new fiscal year. In alignment with City Council priorities, our new outreach provider will be dedicated to overseeing the City's current unhoused response and adding capacity to further enhance unhoused and at-risk resident services.

Additionally, City Staff attend monthly regional CDBG/ Housing Coordinators meetings. Meetings serve the purpose of identifying gaps in homeless services and funding priorities to address homelessness

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Milpitas does not receive Emergency Shelter Grant (ESG) funding however the City participates with the CoC to address homeless issues.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	Catholic Charities of Santa Clara County
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Catholic Charities attended to voice the need for those living in long-term care.
2	Agency/Group/Organization	CityTeam
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs- Chronically Homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from CityTeam attended to voice the need for the unhoused.
3	Agency/Group/Organization	Healthier Kids Foundation
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from the Healthier Kids Foundation attended to voice the need for the Refugee and Immigrant School Linked Services Manager for the Milpitas Unified School District (MUSD).
4	Agency/Group/Organization	Hope for the Unhoused

	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs- Chronically Homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Hope for the Unhoused attended to voice the need for the unhoused.
5	Agency/Group/Organization	Knights of Columbus
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs- Chronically Homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from the Knights of Columbus attended to voice the need for the unhoused.
6	Agency/Group/Organization	Project Sentinel
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Other
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Project Sentinel attended to voice the need for fair housing rights.
7	Agency/Group/Organization	Rebuilding Together Silicon Valley (RTSV)
	Agency/Group/Organization Type	Services-Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Rebuilding Together Silicon Valley attended to voice the need for continued services for critical repairs and accessibility modifications for low-income homes.
8	Agency/Group/Organization	Senior Adult Legal Assistance (SALA)
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Senior Adult Legal Assistance attended to voice the need for continuing legal services for senior person(s).
9	Agency/Group/Organization	Terrace Gardens Senior Housing, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Terrace Gardens attended to voice the need for services for senior person(s).

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not consult with nearby correctional facilities or child welfare entities. The organization has various partnerships with the County and the City works with those organizations indirectly through the several partnerships through the County and sub-recipients funded and outlined in this Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Regional Continuum of Care Council	The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan's goal to support activities to prevent and end homelessness.
Housing Element	City of Milpitas	The Housing Element serves as a policy guide to help the City meet its existing and future housing needs. This effort aligns with the Strategic Plan's goal to assist in the creation and preservation of affordable housing. The California Department of Housing and Community Development (HCD) certified the City's 2023-2031 Housing Element on May 17, 2023.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The citizen participation process includes holding several public community meetings and workshops for maximum citizen participation. City staff worked closely with the City's Community Advisory Commission (CAC) to hold a public meeting for the Commission and community to understand and participate in the CDBG process. The CAC held a public meeting on March 13, 2024, to discuss the priorities, goals, and funding allocations for the FY 2024-25 Annual Action Plan.

The City conducted four publicly noticed meetings to discuss CDBG allocations, two of which were public hearings. Noticing for the public hearings was done per the Citizen Participation Plan.

Per the City's adopted Citizen Participation Plan, the City is to allow a 30-day public review and comment period for the Annual Action Plan. The City has published notifications of upcoming public hearings and the 30-day public review comment period in the local newspaper, at the City's front desk, Milpitas Library, on its CDBG webpage, and via email blasts to stakeholders. The City held two advertised public hearings on February 26, 2024, and June 18, 2024. The Annual Action Plan 30-day public review comment period occurred from May 17, 2024, through June 17, 2024.

On April 25, 2024, the City posted the draft FY 2024-25 Annual Action Plan on its website to provide opportunities for public comment. The documents were posted at this URL: <https://www.milpitas.gov/475/Federal-Program-Community-Development-Bl>

The City held a public meeting with the CAC on March 13, 2024, to review applications and hear applicant presentations. The Commissioners deliberated and made their recommendations to the City Council. Recommendations were synthesized into the staff's agenda report. This narrative and report **will be presented at the June 18th** public hearing. Eleven (11) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents.

On February 6, 2024, the City Council conducted a public hearing for the funding allocations for the FY 2024-25 Community Development Block Grant Annual Action Plan. Eleven (11) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents. One (1) public comment was heard from a Milpitas resident.

On June 18, 2024, the City held the second public hearing. **TBD** comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad/Website	Non-targeted/broad community	Opening the application period	No comments were received	N/A	https://www.milpitas.gov/924/CDBG-Notices
2	Newspaper Ad/Website	Non-targeted/broad community	Public Hearing #1 Notice	No comments were received	N/A	https://www.milpitas.gov/924/CDBG-Notices
3	City Council Meeting City Public Hearing #1	Non-targeted/broad community	50 Attendees	The City Council heard 12 comments from the public/applicants	N/A	https://www.youtube.com/watch?v=BFIWKFaQFeI
4	Public Meeting (CAC)	Non-targeted/broad community	25 Attendees	The Community Advisory Commission (CAC) heard 11 comments from the applicants. The commissioners provided their feedback on priorities and goals the City Council should consider funding with CDBG funds.	N/A	https://milpitasca.portal.civicclerk.com/event/1604/files/agenda/3321
5	Newspaper Ad/Website	Non-targeted/broad community	Public Hearing #2 Notice	TBD	TBD	TBD
6	City Council Meeting City Public Hearing #2	Non-targeted/broad community	TBD	TBD	TBD	TBD

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

At the time of publishing, HUD has yet to announce FY 2024-25 CDBG allocations. The City of Milpitas received an entitlement allocation amount of \$592,161.00. The City will allocate CDBG funds to eligible activities that address the needs identified in the Consolidated Plan. Prior Year resources in the amount of \$594,882.86 from revolving loan funds will be re-allocated to continue the City's Home Rehabilitation Loan Program. Additional Prior Year resources in the amount of \$224,168.10 from unused entitlement funding from past years and recent repayments to HUD will be reallocated to new program year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-Federal	Admin and Planning Economic Development Housing Public Improvements Public Services	\$592,161.00	\$0.00	\$819,050.96	\$1,411,211.96	\$0.00	Prior Year resources from revolving loan funds will be re-allocated to continue the City's Home Rehabilitation Loan Program.

Table 5 - Expected Resources – Priority Table

Should the Program Income resources be higher than estimated, the excess funds shall be allocated to the Rehabilitation Loan Program.

Should the Program Income resources be lower than estimated, funds allocated for the Rehabilitation Loan Program will be reduced.

Should any agency refuse the allocation, excess funds will be reassigned accordingly based on community and City Council Priority.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Not applicable, the City does not match federal funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are three parcels controlled by the City. One parcel, located at 1432 S. Main Street, is owned by Milpitas Housing Authority and is approximately 0.9 acres in size. Currently, the parcel is occupied by commercial tenants, but the land is zoned as high-density multi-family residential. In January 2022, City Council directed staff to sell the parcel owned by the Milpitas Housing Authority with the intent that the buyer will develop affordable housing. The sale of this parcel is expected by summer 2023.

The other two parcels, approximately 1.7 acres, are located adjacent to the Milpitas Housing Authority property and is owned by the City of Milpitas. That City parcels are also occupied by commercial businesses but is also zoned for multi-family residential use. Staff is awaiting City Council direction for this parcel.

Discussion

Please see the discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Maintain and Preserve Existing Housing	2022	2025	Affordable Housing	Citywide	Affordable Housing Development and Preservation	\$750,882.86	32 Homeowner housing rehabilitated
				Non-Homeless Special Needs				
2	Affordable Housing Rental Rehabilitation	2022	2025	Non-Housing Community Development	Citywide	Affordable Housing Development and Preservation	\$199,999.00	148 Homeowner housing rehabilitated
3	Community Funding/Public Services	2022	2025	Homeless	Citywide	Community Services	\$30,000.00	162 persons assisted - Public service activities other than LMI housing benefit
				Non-Homeless Special Needs				
4	Fair Housing	2022	2025	Affordable Housing	Citywide	Community Services	\$21,000.00	106 persons assisted - Public service activities other than LMI housing benefit
				Non-Homeless Special Needs				
5	Public Services for Children and Youth	2022	2025	Non-Homeless Special Needs	Citywide	Community Services	\$10,000.00	4 persons assisted - Public service activities other than LMI housing benefit
				Non-Housing Community Development				
6	Public Services for Seniors	2022	2025	Non-Homeless Special Needs	Citywide	Community Services	\$30,000.00	40 persons assisted - Public service activities other than LMI housing benefit
				Non-Housing Community Development				
7	Public Services for Domestic Violence Support	2022	2025	Non-Homeless Special Needs	Citywide	Community Services	\$18,824.15	52 persons assisted- Public service activities other than LMI housing benefit
8	Assist Microenterprises and Small Businesses	2022	2025	Non-Housing Community Development	Citywide	Economic Development	\$220,000.00	40 micro-enterprises assisted

Table 6 – Goals Summary

Annual Action Plan

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Goal Descriptions

1	Goal Name	Maintain and Preserve Existing Housing
	Goal Description	Homeowner Housing Rehabilitation
2	Goal Name	Affordable Housing Rental Rehabilitation
	Goal Description	Rental Units Rehabilitated
3	Goal Name	Community Funding/Public Services
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit
4	Goal Name	Fair Housing
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit
5	Goal Name	Public Services for Children and Youth
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit
6	Goal Name	Public Services for Seniors
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit
7	Goal Name	Public Services for Domestic Violence Support
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit
8	Goal Name	Public Improvements-Accessibility & Improving Public Facilities
	Goal Description	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit
9	Goal Name	Assist Microenterprises and Small Businesses
	Goal Description	Businesses Assisted

Projects

AP-35 Projects – 91.220(d)

Introduction

The Consolidated Plan goals represent high-priority needs for the City of Milpitas and serve as the basis for the strategic actions the City will use to meet these needs. The City of Milpitas only receives Community Development Block Grant (CDBG) funding. If available and recommended in certain circumstances, the City Council may also augment the funds and contributions from local funds, such as the Housing Authority Fund. All the funds mentioned, are in efforts to serve and improve the lives of low- and moderate-income persons in Milpitas.

Projects

#	Project Name
1	Catholic Charities of Santa Clara County
2	Child Advocates of Silicon Valley
3	CityTeam
4	City of Milpitas
5	Hope for the Unhoused
6	Next Door Solutions to Domestic Violence
7	Project Sentinel-Fair Housing
8	Project Sentinel-Tenant/Landlord
9	Rebuilding Together Silicon Valley
10	Senior Adults Legal Assistance
11	Silicon Valley Independent Living Center
12	Sourcewise
13	Terrace Gardens
14	YWCA Golden Gate Silicon Valley
15	Program Administration
16	Home Rehabilitation Loan Program

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are derived through qualitative research such as surveys, public meetings, public hearings, and other avenues of resident input. The research has impacted the priority needs that address the most vulnerable population in our communities and the City Council has established the priorities to address those underserved needs. The main obstacle is the lack of available funding and lack of flexibility in CDBG funding. As only 15% of the grant is available for public service activities, this severely limits the use of funds on addressing high-priority needs.

AP-38 Project Summary

Project Summary Information

1	Project Name	Catholic Charities of Santa Clara County
	Target Area	Citywide
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services
	Funding	CDBG: \$10,000
	Description	Investigate and resolve complaints for seniors and disabled adults in long-term care facilities.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	4
	Location Description	All long-term care facilities in Milpitas.
	Planned Activities	Site visits to long-term care facilities and nursing homes and provide case management for those clients with open cases.
2	Project Name	Child Advocates of Silicon Valley
	Target Area	Citywide
	Goals Supported	Public Services for Children and Youth
	Needs Addressed	Community Services
	Funding	CDBG: \$10,000
	Description	Provides court-appointed youths with volunteers to maintain life-long mentorship and guidance.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	4
	Location Description	Milpitas, CA
	Planned Activities	The organization will recruit, and train volunteers and provide essential mentors and guidance for youth.
3	Project Name	CityTeam
	Target Area	Citywide
	Goals Supported	Community Funding/Public Services
	Needs Addressed	Community Services
	Funding	CDBG: \$5,000

	Description	CityTeam's Hope on Wheels food truck provides a warm-cooked meal to unhoused individuals.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	50
	Location Description	Milpitas, CA
	Planned Activities	Food distribution to the unhoused.
4	Project Name	City of Milpitas
	Target Area	Citywide
	Goals Supported	Assist Microenterprises and Small Businesses
	Needs Addressed	Economic Development
	Funding	CDBG: \$220,000
	Description	The Milpitas Microenterprise Assistance Grant Program will provide funding to microenterprise businesses.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	40
	Location Description	Milpitas, CA
5	Planned Activities	Support Milpitas microenterprises.
	Project Name	Hope for the Unhoused
	Target Area	Citywide
	Goals Supported	Community Funding/Public Services
	Needs Addressed	Community Services
	Funding	CDBG: \$5,000
	Description	This mobile service center would provide a weekly one stop shop for unhoused to get food, water, clothing, essentials (tents, sleeping bag), hygiene kit, device recharging, etc. It would also provide the unhoused the ability to get assessed (VI-SPDAT), request additional support such as medical issues (VHHP - Valley Med Backpack Team), request or get status on case management items (e.g., ID, Social Security, EBT, GA/VA)
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	40
	Location Description	Milpitas, CA
	Planned Activities	Provide essentials to unhoused individuals.
6	Project Name	Next Door Solutions to Domestic Violence
	Target Area	Citywide
	Goals Supported	Public Services for Domestic Violence Support
	Needs Addressed	Community Services
	Funding	CDBG: \$9,412.08
	Description	Provide Support Services for survivors of domestic violence by providing emergency shelter, crisis counseling, safety strategies, community and systems advocacy, support groups, and case management.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	37
	Location Description	Milpitas, CA
	Planned Activities	Next Door Solutions provides peer counseling, advocacy, legal help, and support groups. Additionally, Next Door Solutions to Domestic Violence provides safe emergency shelter to victims of domestic violence and their children within a confidential and protected environment.
7	Project Name	Project Sentinel-Fair Housing
	Target Area	Citywide
	Goals Supported	Fair Housing
	Needs Addressed	Community Services
	Funding	CDBG: \$21,000
	Description	Milpitas residents and those seeking to reside in Milpitas will have their civil rights protected with fair housing education, counseling, investigation, and enforcement actions.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	106
	Location Description	Milpitas, CA
	Planned Activities	Handle Fair Housing cases, and provide public presentations and education.
8	Project Name	Project Sentinel-Tenant/Landlord
	Target Area	Citywide

	Goals Supported	Community Funding/Public Services
	Needs Addressed	Community Funding/Public Services
	Funding	CDBG: \$10,000
	Description	Through education and counseling, housing providers (owners and property managers) and tenants will understand their respective rights and obligations. Rental housing disputes will be resolved through mediation, conciliation, and empowerment.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	30
	Location Description	Milpitas, CA
	Planned Activities	Tenant/landlord dispute resolution through counseling and education.
9	Project Name	Rebuilding Together Silicon Valley
	Target Area	Citywide
	Goals Supported	Maintain and Preserve Existing Housing
	Needs Addressed	Affordable Housing Development and Preservation
	Funding	CDBG: \$156,000
	Description	Funding to provide critical home repairs, rehabilitation, accessibility, and mobility services work to low-income homeowners in Milpitas.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	26
	Location Description	Milpitas, CA
	Planned Activities	Rehabilitate very low-, low-low-income households at no cost.
10	Project Name	Senior Adults Legal Assistance
	Target Area	Citywide
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services
	Funding	CDBG: \$10,000
	Description	Legal services in the form of advice/referrals, consultations/brief service, and legal representation will be provided to Milpitas elders in areas of law common to SALA's target population including, but not limited to, the following: Public Benefits; Housing; Elder Abuse/Domestic Violence; Nursing Homes/Alternatives; Planning for Incapacity; Consumer/Finance; and Personal Affairs.

	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	16
	Location Description	Barbara Lee Center, Phone, or San Jose Office
	Planned Activities	Legal assistance to seniors.
11	Project Name	Silicon Valley Independent Living Center
	Target Area	Citywide
	Goals Supported	Community Funding/Public Services
	Needs Addressed	Community Services
	Funding	CDBG: \$10,000
	Description	The Housing Service project will assist individuals with disabilities in acquiring the knowledge and skills needed to secure or maintain affordable, accessible housing.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	42
	Location Description	Barbara Lee Center, Phone, Central Office
	Planned Activities	Provide housing search assistance to LMC Milpitas residents with disabilities at risk of eviction.
12	Project Name	Sourcewise
	Target Area	Citywide
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services
	Funding	CDBG: \$10,000
	Description	Ensure critical, ongoing meal services and wellness checks for Milpitas' older low-income adult residents.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	20
	Location Description	Milpitas, CA
	Planned Activities	Provide seniors with nutritious, home-delivered meals.
13	Project Name	Terrace Gardens Senior Housing – Capital
	Target Area	Citywide
	Goals Supported	Affordable Housing Rental Rehabilitation
	Needs Addressed	Affordable Housing Development and Preservation
	Funding	\$199,999.00
	Description	Replace "Community Building" and "E" & "F" buildings roofs.

	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	148
	Location Description	186 Beresford Court
	Planned Activities	Funding will be used to replace three roofs at Terrace Gardens.
14	Project Name	YWCA Golden Gate Silicon Valley
	Target Area	Citywide
	Goals Supported	Public Services for Domestic Violence Support
	Needs Addressed	Community Services
	Funding	CDBG: \$9,412.07
	Description	Provide residents with domestic violence supportive services.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	15
	Location Description	Milpitas, CA
	Planned Activities	24-hour Support Line; emergency shelter; emergency response calls from law enforcement; crisis counseling, individual therapy, and support groups for adults and children; medical advocacy; transportation; criminal justice and social service advocacy; temporary restraining orders; court accompaniment; and children's programming.
15	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$97,432.20
	Description	Program Administration
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Program Administration
	Location Description	Milpitas, CA
	Planned Activities	Program Administration
16	Project Name	Home Rehabilitation Loan Program
	Target Area	Citywide
	Goals Supported	Maintain and Preserve Existing Housing
	Needs Addressed	Affordable Housing Development and Preservation

Annual Action Plan

	Funding	RL: \$594,882.86
	Description	Rehabilitate very low-, low- income households
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	6
	Location Description	Milpitas, CA
	Planned Activities	Rehabilitate very low-, low- income households

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Not applicable. The City of Milpitas does not set geographic concentration areas for assistance. No census tracts in the city limits identify any area as a slum. Instead, the City helps fund organizations that provide supportive services to low- and moderate-income residents.

Geographic Distribution

Target Area	Percentage of Funds
Milpitas	100%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable.

Discussion

Not applicable.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City adopted an Affordable Housing Ordinance No. 297 on June 12, 2018. The Affordable Housing Ordinance requires that all new developments over 10 units must construct 15% of the total number of dwelling units to be affordable. For example, a developer wants to build an apartment complex with 20 units. A total of 3 units (15%) will need to be deemed affordable to comply with the City's Affordable Housing Ordinance. On March 5, 2019, the City established residential and non-residential affordable housing fees. On February 1, 2022, the City Council approved changes to the Affordable Housing Ordinance to encourage more on-site housing construction, to help the City meet its Regional Housing Needs Allocation (RHNA) goals, and to add clarity and consistency throughout the ordinance.

In addition to our Affordable Housing Ordinance, the City typically allocates funding resources to Rebuilding Together Silicon Valley Independent and Terrace Gardens. These organizations help support low-income homeowners and renters and seniors stay housed.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	180
Special-Needs	0
Total	180

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	180
Acquisition of Existing Units	0
Total	180

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City anticipates allocating resources to Rebuilding Together Silicon Valley and Terrace Gardens.

Rebuilding Together Silicon Valley assists low-income homeowners and renters with critical repairs. The resources allocated to Rebuilding Together would serve 26 low-income homeowners and renters in Milpitas.

Terrace Gardens is a deed-restricted very-low- and low-income affordable housing seniors' rental development. The allocation would be for capital repairs to the common area which would benefit 148 affordable housing units.

The Home Rehabilitation Loan Program will assist low-income homeowners with critical repairs. The resources allocated to the Home Rehabilitation Loan Program would serve 6 low-income homeowners in Milpitas. Total benefit of these three activities would be 180 units.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Milpitas currently does not have any public housing. However, there is a project-based Section 8 property in the City, the Sunnyhills Apartments. The Sunnyhills Apartments is a 171-unit development in which 149 units receive project-based Section 8 vouchers. The project-based Section 8 vouchers subsidize assistance for each unit with the Department of Housing and Urban Development, establishing fair market rent for the area and what the tenant can afford to pay. The goal is to be competitive with the local market thus incentivizing the owner to rent to low-income households.

Actions planned during the next year to address the needs to public housing

Not applicable. There is no public housing within the city.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable. There is no public housing within the city.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The County of Santa Clara and the City have designated homelessness as a critical issue. In Santa Clara County's 2023 Point-in-Time Census & Survey Comprehensive Report, the survey identified a total of 142 unsheltered homeless persons in Milpitas. Notably, there was a 48% decrease in unsheltered homeless persons in Milpitas. The decrease demonstrates that the homelessness crisis in the City is improving. With that being said, the City strives to solve and provide resources to individuals experiencing homelessness. Given the complexity of homelessness, interagency and interregional collaboration is crucial in solving the homeless issue.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

November 10, 2020, the City Council approved and authorized staff to enter into an agreement for homeless outreach, assessment, and street-based case management services with Santa Clara County. A new contract was executed in December 2022 to continue homeless outreach through December 2023. As of April 2024, the City is preparing to launch a Request for Proposal (RFP) to enter into a new contract for homeless outreach and assessments.

In December 2020, the City Council authorized staff to contract with WeHOPE to provide mobile shower and laundry services in Milpitas. In June 2023, the City Council approved to fund WeHOPE for an additional 3 years.

The City's Housing team will continue to explore resources that can further benefit the homeless population in Milpitas.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Milpitas will address emergency shelter and transitional housing needs of homeless persons by continuing to coordinate services between the City's Police, Building Safety & Housing, and Public Works Departments and our local service providers, such as LifeMoves. The City's Rent and Mortgage Relief program does allow for emergency housing relief for foster children or homeless families with school age children experiencing temporary homelessness. Funds can be used for obtaining temporary,

secure housing (motel, hotel, etc.) followed by additional assistance for rent/deposit relief to move into more permanent housing.

CDBG Funded

- Next Door Solutions to Domestic Violence: Next Door Solutions to Domestic Violence provides client-centered, community-based supportive services for victims of domestic violence and his/her children. The organization also provides undisclosed emergency shelter when requested and needed by the individual and/or family.
- YWCA Silicon Valley (YWCA): YWCA Silicon Valley empowers women and her children to end racism and violence through offering supportive services for self-improvement and undisclosed emergency shelter for short-term to a longer amount of time if needed. YWCA also provides clients referrals to permanent housing if possible, and available.

Other Funded Programs

- The City of Milpitas has an Emergency Motel Stays Program which provides up to three nights of temporary shelter at a Milpitas hotel for unhoused individuals and families.
- The City's Rent and Mortgage Relief program eligible uses include:
 - Eviction Protection
 - Domestic Violence Relocation
 - Child and Family Homelessness Relief
 - Emergency housing relief for foster children or homeless families with school-age children experiencing temporary homelessness. Funds can be used for obtaining temporary, secure housing (motel, hotel, etc.) and then be used for rent/deposit relief to move into more permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's Rent and Mortgage Relief program allows for emergency housing relief for foster children or homeless families with school-age children experiencing temporary homelessness. Funds can be used for obtaining temporary, secure housing (motel, hotel, etc.) followed by additional assistance for rent/deposit relief to move into more permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly

funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Milpitas does not currently have an institutional discharge policy. The City collaborates with the Santa Clara County CoC, who recently updated their Quality Assurance Standards to include a homeless discharge coordination policy.

The County CoC endeavors to provide guidance and resources to those released from institutions. The discharge policy includes access to reentry resource centers where, for example, an VI-SPIDAT could be administered. The VI-SPIDAT measures the acuity level of an individual and is used to inform what type of support or housing needs are required. It also serves as the entry point for access to other resources or supportive services, such as residential or outpatient treatment, transitional housing, or emergency shelter access.

CDBG and City Local Funds

- **Rent Relief Program:** The City's Rent Relief program began in 2019 and expanded to a Rent and Mortgage Relief program in 2021. The rent relief portion assists with rent/deposit relief, eviction protection, domestic violence relocation, child and family homelessness relief, and section 8 good faith deposits.
- **Workforce Housing Rental Assistance Program:** Through a California Housing and Community Development (HCD) grant known as the Permanent Local Housing Allocation (PLHA), the City of Milpitas will be funding 50 households at or below 30% of the Area Median Income with a rental subsidy of \$645 per month for 24 months.
- **Child Advocates of Silicon Valley:** Child Advocates connect court-appointed special advocates (CASAs) to foster children. These volunteers must make a commitment to the children for a long-term, many for his or her entire life. The consistent support of CASA is often the only adult who has steadily remained with the child, providing crucial mentorship.
- **Seniors Adults Legal Assistance (SALA):** SALA is committed to providing free legal services to seniors. Legal services that SALA provides range from public benefits, long-term care, alternatives to institutionalization, elder abuse, long-term care insurance, incapacity planning, probate, simple wills, and housing – related to Landlord-Tenant issues. Often, many seniors do not know his or her housing rights or sign over the will of their house without knowing, and with

fixed income, many are unable to provide legal help. SALA provides legal help free of charge for these low to extremely low-income seniors.

Discussion

Please see the discussion above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Along with other jurisdictions in Santa Clara County, the City of Milpitas is facing many obstacles in creating more affordable housing. The many constraints that the City is facing are the limited amount of developable land, government constraints, infrastructure and public facilities constraints, environmental, and financing and construction costs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will help contribute to future affordable housing projects that will house the homeless.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, the City Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the construction of affordable units.

Below Market Rate Home Ownership

The City manages a Below Market Rate (BMR) Home Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, a qualified applicant procured by lottery will have the ability to purchase a home in Milpitas at one of the various developments throughout the City.

Fair Housing

Milpitas provides CDBG funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord disputes. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving

fair housing complaints. In addition, they provide education and outreach to property owners, and property management to become proactive in their housing policies.

Discussion:

The California Department of Housing and Community Development (HCD) certified the City's 2023-2031 Housing Element on May 17, 2023. The adopted 2023-2031 Housing Element states the following actions to remove or ameliorate barriers to affordable housing: build and approve accessory dwelling (ADU) units and expand incentives for ADU production, work with non-profits to rehabilitate mobile and single-family homes, landlord-tenant mediation services, fair housing enforcement, outreach, and education, preservation of at-risk housing, mobile home rent control, analyze impact fees, continue the production of below market rate units and more.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, developing an institutional structure for delivering housing and community development activities, and planning to enhance coordination between public and private housing and social services agencies.

Actions planned to address obstacles to meeting underserved needs

The most significant obstacle to addressing the underserved needs for FY 2024-25 is the lack of sufficient federal, state, and local funds to carry out all the necessary programs, activities, and projects.

The City contributes to meeting underserved needs with other resources and funds, such as:

- The City of Milpitas Affordable Housing Fund is used primarily to increase the number of new affordable housing units. It is funded through fees collected from developers by Affordable Housing Ordinance 297. As an example, the City used these funds to initially fund the Pilot Rent Relief Program the City established in November 2019 and it currently uses these funds for the City's Emergency Motel Stay Program.
- The City provides loans on an ongoing, as-qualified basis for BMR applicants to qualify for purchasing an available BMR unit.
- Measure A Affordable Housing Bond was approved by voters in November 2016 approving 950 million dollars for the County to address housing needs for the most vulnerable residents, those in extremely low-income households.
- American Rescue Plan Act (ARPA) funds have been allocated to the Rent Relief Program which assists low-and moderate-income individuals with up to \$5,000.
- In February 2023, the City received its approval letter for its Permanent Local Housing Allocation (PLHA) entitlement. The grant will help cover the homeless outreach and assessment services for the next three years. PLHA will also allow the city to create a Workforce Housing Rental Assistance Program that would offset rent paid by the tenant for a period of greater than 6 months. To qualify, tenants must have a household income of 30% AMI or below.
- In September 2022, the City Council accepted Assemblymember Lee's one-time state funding request, including \$1,500,000 for homelessness prevention and unhoused services. While the allocation of the homeless prevention and unhoused programs will be funded, the original request included the continuation of the mobile shower and laundry services, additional rent relief funds, and the establishment of a Milpitas Resource Center.

Actions planned to foster and maintain affordable housing

The City has taken proactive steps to help decrease the barriers to affordable housing through the following resolutions/ordinances:

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will consider contributing to future affordable housing projects that will house the homeless. The City is in discussion to create its first 100% permanent supporting housing project in Milpitas.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, the City Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production. The City Council also adopted changes to add clarity and consistency throughout the ordinance.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the provision of affordable units in the development.

Below Market Rate Ownership

The City manages a Below Market Rate (BMR) Home Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, the homebuyer will have the ability to purchase a home in Milpitas at one of the various developments throughout the City. For qualified households, the City also provides a loan of up to \$50,000.

Fair Housing

Milpitas provides CDBG funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord disputes. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints. In addition, they provide education and outreach to property owners, and property management to become proactive in their housing policies.

Actions planned to reduce lead-based paint hazards

The County of Santa Clara has received funding from the State's Department of Health Service and the Federal Government for the Center for Disease Control to implement a Childhood Lead Poisoning Prevention Program. The funded programs include community outreach screens, case management, and public education to inform low-to-moderate income and older communities. The project will then follow

up with environmental testing, lead-based education, blood-lead testing for children, hazard reduction grants, and follow up with monitoring and testing.

Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD-Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects. In addition, the City publicizes and identifies lead-based hazards and older residential projects through its Code Enforcement Division and Building Department.

Home rehabilitation projects that are federally funded also require testing for lead-based paints. Residential structures not meeting lead-based paint regulations will go through the process of abatement and remediation of lead-based hazards.

Actions planned to reduce the number of poverty-level families

The City of Milpitas will follow these actions:

- Work with non-profit housing developers to fund and provide more affordable housing opportunities to address the housing crisis and needs of very low and low-income households.
- Provide funding and supportive services to prevent very low-income persons and families from becoming homeless and assist them in ending the cycle of homelessness. Programs such as the Rent Relief Program and the Workforce Housing Rental Assistance Program (WHRAP) help poverty-level families stay housed.
- Provide funding for a variety of services and referrals to assist people in obtaining access to public assistance to prevent poverty. This is typically done through funding various non-profit organizations.

Actions planned to develop institutional structure

The City is striving to improve intergovernmental and private sector cooperation to synergize efforts and resources and develop new revenues for community service needs and the production of affordable housing. Collaborative efforts include:

- Regular monthly meetings between entitlement jurisdictions at the CDBG Coordinators Meeting and Regional Housing Working Group
- Joint jurisdiction Request for Proposals and project review committees
- Coordination on project management for projects funded by multiple jurisdictions.

Actions planned to enhance coordination between public and private housing and social service agencies

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County and the CoC. To improve intergovernmental and private sector cooperation, the City will continue to participate with other local jurisdictions and developers in

sharing information and resources.

Discussion:

Please see the discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Milpitas returned \$149,337.74 to the line of credit. Funds will be reprogrammed in FY 2024-25.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$149,337.74
5. The amount of income from float-funded activities	\$0
Total Program Income	\$149,337.74

Other CDBG Requirements

1. The amount of urgent need activities	\$0
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	Applicant	Activity	Applicant Request	CDBG FY23-24	CDBG FY24-25	CDBG Prior Unused
					592,161.00	224,168.10
Public Services (15%)	Catholic Charities	Long-Term Ombudsman Program (LTCOP)	11,000.00	11,000.00	\$10,000.00	
	Child Advocates of Silicon Valley	Advocacy Program for Foster Youth in Milpitas	14,000.00	11,000.00	\$10,000.00	
	CityTeam	Hope on Wheels	10,000.00	0.00	\$5,000.00	
	Healthier Kids Foundation	School Linked Services Support at MUSD	50,000.00	0.00	\$0.00	
	Hope for the Unhoused	Weekly Mobile Service Center	15,000.00	0.00	\$5,000.00	
	India Community Center	Senior Wellness	50,000.00	5,000.00	\$0.00	
	Knights of Columbus	Annual Free Thanksgiving Dinner	5,000.00	0.00	\$0.00	
	Next Door Solutions to Domestic Violence	Social Services for Survivors of Domestic Violence	20,000.00	11,563.65	\$9,412.08	
	Pragnya	MyPACK 2.0 Inclusive Program Expansion	68,000.00	10,000.00	\$0.00	
	Project Sentinel	Tenant-Landlord Counseling	42,000.00	0.00	\$10,000.00	
	Senior Adults Legal Assistance	Legal Assistance to Elders	12,500.00	12,000.00	\$10,000.00	
	Silicon Valley Independent Living Center	Housing Services for People with Disabilities	15,107.00	11,070.00	\$10,000.00	
	Sourcewise	Sourcewise Meals on Wheels	25,000.00	0.00	\$10,000.00	
	The Health Trust	The Health Trust Meals On Wheels	11,000.00	11,000.00	\$0.00	
	YWCA	Domestic Violence Support Services	30,000.00	11,563.65	\$9,412.07	
	Subtotal		378,607.00	94,197.30	88,824.15	

Econ Dev	Microenterprise Assistance	Funding will be used to provide support to microenterprises in Milpitas.	100,000.00	55,000.00	\$28,905.65	\$191,094.35
	Subtotal		100,000.00	55,000.00	28,905.65	

Capital (65%)	Rebuilding Together	Funding to providing home repairs, rehabilitation, accessibility and mobility services work to low-income homeowners in Milpitas.	156,000.00	125,000.00	\$156,000.00	
	Milpitas Library Rood Repair-City of Milpitas	For roof repair at the Milpitas Library.	100,000.00	0.00	\$0.00	
	Terrace Gardens	For the roof repair of the "Community Building," and "E" & "F" buildings.	250,000.00	125,688.30	\$199,999.00	
	Subtotal		506,000.00	\$250,688	355,999.00	

Program Admin (20%)	Project Sentinel	Fair Housing	21,000.00	59,104.00	\$21,000.00	
	Program Administration	CDBG Administration	0.00	70,492.40	\$97,432.20	
	Subtotal		21,000.00	\$129,596	\$118,432.20	

Totals	1,005,607.00	\$529,482.00	592,161.00
Balance			

	Requested	Actual %	Cap %	Cap Amount
FY 24-25 Public Service Cap Test	\$378,607.00	426%	15%	\$88,824.15
FY 24-25 Capital Project Cap Test	\$506,000.00	131%	65%	\$384,904.65
FY 24-25 Admin Cap Test	\$21,000.00	18%	20%	\$118,432.20
592,161.00				



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving the Fiscal Year 2024-25 User and Regulatory Fee Schedule (Staff Contact: Luz Cofresi-Howe, Finance Director, 408-586-3111)
Category:	Leadership and Support Services
Meeting Date:	6/18/2024
Recommendation:	Adopt a resolution approving the Fiscal Year 2024-25 User and Regulatory Fee Schedule

Background:

Consistent with the City of Milpitas Municipal Code and City Council adopted fiscal policy regarding user fees¹, staff proposed a *User and Regulatory Fee Schedule* (May 21, 2024 Schedule) for Fiscal Year 2024-25^{2,3} for Council consideration and adoption at the regular May 21, 2024 City Council meeting. The May 21, 2024 Schedule reflected a review of all user and regulatory fees for potential adjustments to recover the full cost of certain City services, given forecast adjustments to the relevant operating expenditures at the time of the review. The last update to the City of Milpitas *User and Regulatory Fee Schedule* was adopted by the City Council through Resolution 9232⁴ on April 18, 2023.

After extensive discussion of the proposed May 21, 2024 Schedule by the City Council, staff was directed to return with this item for further consideration and adoption on June 18, 2024. Staff has performed further analysis on the May 21, 2024 Schedule, and is recommending for Council action an updated User and Regulatory Fee Schedule (Schedule, Attachment A). The updated Schedule represents the staff recommendation that certain fees and charges be increased by the most recent annual change available at the time of review for the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-Hayward Metropolitan Statistical Area. That respective CPI change is 3.67%.

Analysis:

User and regulatory fees are established by the City Council. The City user and regulatory fee schedule identifies fees for services and activities provided at the request or on behalf of a party or parties versus the public at large. Examples of user and regulatory fees collected by the City of Milpitas and other California municipalities include, but are not limited to:

- **Planning Fees**, such as entitlement review and review for compliance with the zoning code;
- **Building Fees**, such as permitting of new construction or modifications to existing structures;
- **Engineering Fees**, such as map review, encroachment permitting, and public improvement review;
- **Utility Fees**, such as requests for sewer lateral inspections, and restoration of discontinued service;
- **Police Fees**, such as vehicle impound and false alarm response;
- **Animal Regulation Fees**, such as licensing and impound fees;
- **Fire Fees**, such as annual inspections and construction review to ensure compliance with the fire code;
- **Recreation Fees**, such as program participation fees, and facility rental fees; and

¹ City of Milpitas Council Policy 3-2: *Cost Recovery Policy for the Recreation and Community Services Department*, <https://www.milpitas.gov/DocumentCenter/View/199/Cost-Recovery-Policy-for-the-Recreation-and-Community-Services-Department-PDF?bidId=>

² May 21, 2024 Item 17: *Adopt a Resolution Approving the Fiscal Year 2024-25 User and Regulatory Fee Schedule* (Agenda Report), <https://milpitasca.portal.civicclerk.com/event/25/files/report/345>

³ May 21, 2024 Item 17: *Illustration of Current and Proposed Fees Effective Fiscal Year 2024-25* (Attachment A), <https://milpitasca.portal.civicclerk.com/event/25/files/attachment/584>

⁴ April 18, 2023 Item 16: *Adopt a Resolution Approving the Fiscal Year 2023-24 User and Regulatory Fee Schedule*, <https://milpitasca.portal.civicclerk.com/event/985/files/agenda/2663>, <https://milpitasca.portal.civicclerk.com/event/985/files/agenda/1804>

- **Administrative Fees**, such as license application review fees.

User and regulatory fees specifically exclude taxes, assessments, franchise fees, development impact fees, fines or penalties, and utility rates and services charges.

Typically, a cost-of-service study is completed every three to five years, with incremental updates occurring in the years between comprehensive studies. The City last performed a comprehensive study for Recreation and Community Services Department fees in 2019. The City Council has authorized inflationary adjustments to fees in fiscal years between comprehensive fee studies to maintain alignment with increasing costs.

Prior fiscal year inflationary adjustments to the *User and Regulatory Fee Schedule* have been based on the estimated average annual increase in total employee compensation costs at the time of the review, with distinct averages calculated for employees commonly classified as miscellaneous employees and employees commonly classified as safety employees. If the estimated average employee compensation costs do not change or go down, no change is made to the fee schedule for the respective fiscal year, unless an adjustment is made to targeted cost recovery levels or fee study findings indicate an adjustment is appropriate. At the time of the *User and Regulatory Fee Schedule* review for the FY 2024-25 proposed budget, miscellaneous employee compensation was forecast to increase by 5.8% and safety employee compensation was forecast to increase by 6.06%.

This updated Schedule proposes incremental changes that incorporate feedback received during prior fee studies, feedback received subsequent to the City FY 2023-24 *User and Regulatory Fee Schedule* adoption, and City Council deliberations regarding the May 21, 2024 Schedule. As such, staff recommends that certain fees and charges be increased by the most recent annual change available at the time of review for the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-Hayward Metropolitan Statistical Area. That respective CPI change is 3.67%.

It is important to note not all fees and charges are being proposed for increase by 3.67% for FY 2024-25, as indicated in Attachment B. *Illustration of Current and Proposed Fees*. Those Fees and charges being recommended for a 3.67% increase are to partially offset the forecast compensation increases of 5.8% to 6.06% (as noted above) of City staff who provide the respective services. It also is important to note that the proposed Recreation and Community increases follow City Council Policy 3-2: *Cost Recovery Policy for the Recreation and Community Services Department*, with most fees remaining in the same range and any increases capped at 3.5% as a general rule.

In addition to the inflationary adjustments, several discrete changes are proposed to clarify the fee schedule, recalibrate certain fees to the City current cost of service, and comply with State of California limitations for various fees. Discrete fee adjustments include:

Development-Related Fees

- Update the Certificate of Occupancy permit fee into 2 categories based on the floor area of the business
- Clarifying the fee schedule to reflect current service offerings, including:
 - Single Family Districts;
 - Site Development Requiring Planning Commission or City Council Approval;
 - Conditional Use Permits for Multi-Family and Non-Residential; and
 - Deletion of the Special Use Permit Fee.

Recreation Fees

- Adjust fees to align to the City Council adopted recreation cost recovery policy, by:
 - Deletion of obsolete fees no longer in use
 - Addition of fees for the following:
 - Fitness Passes – per visit packages for non-residents
 - Sports Center Unlimited Packages
 - Milpitas Sports Center Dance Studio rental
 - Rental deposit for Sal Cracolice Facility Amphitheater

- Senior Center Event Non-Member Fee

Policy Alternatives:

As the fee adjustments proposed are in line with the adopted City Fiscal Policy regarding user fees, no alternatives are recommended.

Fiscal Impact:

The incremental revenues and associated expenditures required to meet the increased costs of providing the respective services are forecast at \$440,000 per fiscal year.

California Environmental Quality Act:

The fees (charges) authorized by this Resolution are statutorily exempt from environmental review under Guideline 15273 of the California Environmental Quality Act (CEQA), which provides an exemption for the establishment or modification of charges by public agencies, which the public agency finds are for the purpose of meeting operating expenses.

Recommendation:

Adopt a resolution approving the Fiscal Year 2024-25 User and Regulatory Fee Schedule.

Attachments:

Attachment A. Resolution Approving the User and Regulatory Fee Schedule for Fiscal Year 2024-25

Attachment B. Illustration of Current and Proposed Fees



Illustration of Current and Proposed Fees

Effective Fiscal Year 2024-25

City of Milpitas
FY 2024-25 USER AND REGULATORY FEE SCHEDULE

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City of Milpitas

BUILDING SAFETY AND HOUSING - CONSTRUCTION

New Construction, Tenant Improvements, Remodels

			FY 23/24 Fee		FY 23/24 Fee		FY 24/25 Fee		FY 24/25 Fee			
			Plan Review		Inspection		Plan Review		Inspection			
Occupancy Classification		Threshold Sq Ft	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Percent Change	Yearly Incr
1	Single-Family, Two-Family, Additional Dwelling Units / Remodels	100	\$ 278.65		\$ 456.21		\$ 288.86		\$ 472.94		3.67%	Y
		200	\$ 399.24		\$ 684.32		\$ 413.87		\$ 709.40		3.67%	Y
		300	\$ 580.12		\$ 912.42		\$ 601.38		\$ 945.87		3.67%	Y
		400	\$ 1,062.47		\$ 1,254.58		\$ 1,101.42		\$ 1,300.57		3.67%	Y
		500	\$ 1,303.64	\$ 164.26	\$ 1,824.84	\$ 182.48	\$ 1,351.43	\$ 170.28	\$ 1,891.74	\$ 189.17	3.67%	Y
		1,000	\$ 2,124.93	\$ 192.94	\$ 2,737.27	\$ 182.48	\$ 2,202.83	\$ 200.01	\$ 2,837.62	\$ 189.17	3.67%	Y
		1,500	\$ 3,089.63	\$ 192.94	\$ 3,649.69	\$ 273.73	\$ 3,202.90	\$ 200.01	\$ 3,783.49	\$ 283.76	3.67%	Y
		2,000	\$ 4,054.33	\$ 164.26	\$ 5,018.32	\$ 364.97	\$ 4,202.97	\$ 170.28	\$ 5,202.29	\$ 378.35	3.67%	Y
		2,500	\$ 4,875.63	\$ 144.71	\$ 6,843.17	\$ 364.97	\$ 5,054.37	\$ 150.01	\$ 7,094.04	\$ 378.35	3.67%	Y
		3,000	\$ 5,599.15	\$ 82.13	\$ 8,668.01	\$ 159.67	\$ 5,804.42	\$ 85.14	\$ 8,985.78	\$ 165.53	3.67%	Y
		4,000	\$ 6,420.44	\$ 96.47	\$ 10,264.75	\$ 228.11	\$ 6,655.82	\$ 100.01	\$ 10,641.06	\$ 236.47	3.67%	Y
		5,000	\$ 7,385.14	\$ 48.24	\$ 12,545.81	\$ 114.05	\$ 7,655.88	\$ 50.00	\$ 13,005.74	\$ 118.23	3.67%	Y
		Tract or Repetitive Fees:		25% of Original		Same as regular		25% of Original		Same as regular		
	Commercial / Multi-Family / Non-Residential - New Construction, Tenant Improvement, and Shell											
2	A-Assembly - New Construction	1,500	\$ 4,494.01	\$ 65.54	\$ 11,476.56	\$ 81.98	\$ 4,658.76	\$ 67.94	\$ 11,897.29	\$ 84.98	3.67%	Y
		7,500	\$ 8,426.28	\$ 93.63	\$ 16,395.09	\$ 131.16	\$ 8,735.18	\$ 97.06	\$ 16,996.13	\$ 135.97	3.67%	Y
		15,000	\$ 15,448.17	\$ 84.26	\$ 26,232.14	\$ 139.90	\$ 16,014.50	\$ 87.35	\$ 27,193.81	\$ 145.03	3.67%	Y
		30,000	\$ 28,087.59	\$ 15.60	\$ 47,217.86	\$ 59.02	\$ 29,117.28	\$ 16.18	\$ 48,948.86	\$ 61.19	3.67%	Y
		75,000	\$ 35,109.48	\$ 20.60	\$ 73,777.91	\$ 24.05	\$ 36,396.59	\$ 21.35	\$ 76,482.60	\$ 24.93	3.67%	Y
		150,000	\$ 50,557.66	\$ 33.71	\$ 91,812.51	\$ 61.43	\$ 52,411.10	\$ 34.94	\$ 95,178.35	\$ 63.68	3.67%	Y
3	A-Assembly - Tenant Improvement	500	\$ 1,685.73	\$ 73.75	\$ 3,193.48	\$ 68.43	\$ 1,747.53	\$ 76.45	\$ 3,310.55	\$ 70.94	3.67%	Y
		2,500	\$ 3,160.74	\$ 105.36	\$ 4,562.11	\$ 109.49	\$ 3,276.61	\$ 109.22	\$ 4,729.36	\$ 113.50	3.67%	Y
		5,000	\$ 5,794.69	\$ 94.82	\$ 7,299.38	\$ 116.79	\$ 6,007.12	\$ 98.30	\$ 7,566.97	\$ 121.07	3.67%	Y
		10,000	\$ 10,535.79	\$ 23.62	\$ 13,138.88	\$ 49.27	\$ 10,922.03	\$ 24.49	\$ 13,620.55	\$ 51.08	3.67%	Y
		25,000	\$ 14,078.73	\$ 39.59	\$ 20,529.50	\$ 20.07	\$ 14,594.86	\$ 41.04	\$ 21,282.11	\$ 20.81	3.67%	Y
		50,000	\$ 23,975.45	\$ 47.95	\$ 25,547.83	\$ 51.10	\$ 24,854.39	\$ 49.71	\$ 26,484.41	\$ 52.97	3.67%	Y
5	B - Business - New Construction:	1,000	\$ 4,249.87	\$ 91.74	\$ 7,983.70	\$ 85.54	\$ 4,405.67	\$ 95.11	\$ 8,276.38	\$ 88.68	3.67%	Y
		5,000	\$ 7,919.62	\$ 126.45	\$ 11,405.28	\$ 136.86	\$ 8,209.95	\$ 131.09	\$ 11,823.40	\$ 141.88	3.67%	Y
		10,000	\$ 14,242.30	\$ 112.44	\$ 18,248.45	\$ 145.99	\$ 14,764.42	\$ 116.56	\$ 18,917.44	\$ 151.34	3.67%	Y
		20,000	\$ 25,486.24	\$ 20.75	\$ 32,847.21	\$ 61.59	\$ 26,420.57	\$ 21.51	\$ 34,051.38	\$ 63.85	3.67%	Y
		50,000	\$ 31,711.15	\$ 32.62	\$ 51,323.76	\$ 30.11	\$ 32,873.68	\$ 33.81	\$ 53,205.29	\$ 31.21	3.67%	Y
		100,000	\$ 48,019.77	\$ 48.02	\$ 66,378.73	\$ 66.37	\$ 49,780.17	\$ 49.78	\$ 68,812.17	\$ 68.81	3.67%	Y

City of Milpitas

BUILDING SAFETY AND HOUSING - CONSTRUCTION

New Construction, Tenant Improvements, Remodels

			FY 23/24 Fee		FY 23/24 Fee		FY 24/25 Fee		FY 24/25 Fee			
			Plan Review		Inspection		Plan Review		Inspection			
Occupancy Classification		Threshold Sq Ft	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Percent Change	Yearly Incr
6	B - Business - Tenant Improvement:	500	\$ 1,628.84	\$ 71.26	\$ 3,492.87	\$ 74.85	\$ 1,688.56	\$ 73.87	\$ 3,620.92	\$ 77.59	3.67%	Y
		2,500	\$ 3,054.08	\$ 101.80	\$ 4,989.81	\$ 119.76	\$ 3,166.05	\$ 105.53	\$ 5,172.74	\$ 124.15	3.67%	Y
		5,000	\$ 5,599.15	\$ 91.62	\$ 7,983.70	\$ 127.74	\$ 5,804.42	\$ 94.98	\$ 8,276.38	\$ 132.42	3.67%	Y
		10,000	\$ 10,180.28	\$ 16.97	\$ 14,370.65	\$ 53.89	\$ 10,553.48	\$ 17.59	\$ 14,897.48	\$ 55.87	3.67%	Y
		25,000	\$ 12,725.35	\$ 22.40	\$ 22,454.15	\$ 21.96	\$ 13,191.86	\$ 23.22	\$ 23,277.31	\$ 22.76	3.67%	Y
		50,000	\$ 18,324.50	\$ 36.65	\$ 27,942.94	\$ 55.89	\$ 18,996.27	\$ 37.99	\$ 28,967.32	\$ 57.94	3.67%	Y
7	E - Education - New Construction:	500	\$ 1,911.37	\$ 83.62	\$ 4,391.03	\$ 94.09	\$ 1,981.44	\$ 86.69	\$ 4,552.01	\$ 97.54	3.67%	Y
		2,500	\$ 3,583.82	\$ 119.46	\$ 6,272.90	\$ 150.55	\$ 3,715.20	\$ 123.84	\$ 6,502.87	\$ 156.07	3.67%	Y
		5,000	\$ 6,570.34	\$ 107.51	\$ 10,036.65	\$ 160.59	\$ 6,811.21	\$ 111.46	\$ 10,404.59	\$ 166.47	3.67%	Y
		10,000	\$ 11,946.07	\$ 19.91	\$ 18,065.96	\$ 67.75	\$ 12,384.01	\$ 20.64	\$ 18,728.26	\$ 70.23	3.67%	Y
		25,000	\$ 14,932.59	\$ 26.28	\$ 28,228.07	\$ 27.60	\$ 15,480.01	\$ 27.24	\$ 29,262.91	\$ 28.61	3.67%	Y
		50,000	\$ 21,502.92	\$ 43.01	\$ 35,128.26	\$ 70.25	\$ 22,291.22	\$ 44.59	\$ 36,416.06	\$ 72.83	3.67%	Y
8	E - Education - Tenant Improvement:	100	\$ 898.80	\$ 196.61	\$ 1,596.74	\$ 171.08	\$ 931.75	\$ 203.82	\$ 1,655.28	\$ 177.35	3.67%	Y
		500	\$ 1,685.26	\$ 280.88	\$ 2,281.06	\$ 273.73	\$ 1,747.04	\$ 291.17	\$ 2,364.68	\$ 283.76	3.67%	Y
		1,000	\$ 3,089.63	\$ 252.79	\$ 3,649.69	\$ 291.98	\$ 3,202.90	\$ 262.06	\$ 3,783.49	\$ 302.68	3.67%	Y
		2,000	\$ 5,617.52	\$ 46.81	\$ 6,569.44	\$ 123.18	\$ 5,823.46	\$ 48.53	\$ 6,810.28	\$ 127.69	3.67%	Y
		5,000	\$ 7,021.90	\$ 61.79	\$ 10,264.75	\$ 50.18	\$ 7,279.32	\$ 64.06	\$ 10,641.06	\$ 52.02	3.67%	Y
		10,000	\$ 10,111.53	\$ 101.11	\$ 12,773.91	\$ 127.74	\$ 10,482.22	\$ 104.82	\$ 13,242.20	\$ 132.42	3.67%	Y
9	F - Factory - New Construction:	5,000	\$ 6,179.27	\$ 21.25	\$ 9,124.22	\$ 45.62	\$ 6,405.80	\$ 22.03	\$ 9,458.72	\$ 47.29	3.67%	Y
		25,000	\$ 10,429.14	\$ 47.87	\$ 18,248.45	\$ 109.49	\$ 10,811.47	\$ 49.62	\$ 18,917.44	\$ 113.50	3.67%	Y
		50,000	\$ 22,396.61	\$ 15.44	\$ 45,621.12	\$ 31.93	\$ 23,217.67	\$ 16.00	\$ 47,293.59	\$ 33.11	3.67%	Y
		100,000	\$ 30,114.21	\$ 8.91	\$ 61,588.51	\$ 8.36	\$ 31,218.19	\$ 9.23	\$ 63,846.34	\$ 8.67	3.67%	Y
		250,000	\$ 43,476.60	\$ 4.94	\$ 74,134.32	\$ 15.97	\$ 45,070.45	\$ 5.12	\$ 76,852.08	\$ 16.55	3.67%	Y
		500,000	\$ 55,828.65	\$ 11.16	\$ 114,052.80	\$ 22.81	\$ 57,875.33	\$ 11.57	\$ 118,233.97	\$ 23.65	3.67%	Y
10	F - Factory - Tenant Improvement:	2,000	\$ 2,380.34	\$ 20.16	\$ 2,488.42	\$ 20.74	\$ 2,467.60	\$ 20.90	\$ 2,579.65	\$ 21.50	3.67%	Y
		10,000	\$ 3,993.30	\$ 48.39	\$ 4,147.37	\$ 49.77	\$ 4,139.70	\$ 50.16	\$ 4,299.42	\$ 51.59	3.67%	Y
		20,000	\$ 8,832.19	\$ 16.03	\$ 9,124.22	\$ 16.59	\$ 9,155.98	\$ 16.62	\$ 9,458.72	\$ 17.20	3.67%	Y
		40,000	\$ 12,038.57	\$ 8.97	\$ 12,442.12	\$ 9.50	\$ 12,479.90	\$ 9.30	\$ 12,898.25	\$ 9.85	3.67%	Y
		100,000	\$ 17,421.82	\$ 5.14	\$ 18,144.76	\$ 5.18	\$ 18,060.50	\$ 5.33	\$ 18,809.95	\$ 5.37	3.67%	Y
		200,000	\$ 22,560.10	\$ 11.28	\$ 23,328.98	\$ 11.66	\$ 23,387.15	\$ 11.70	\$ 24,184.22	\$ 12.09	3.67%	Y

City of Milpitas

BUILDING SAFETY AND HOUSING - CONSTRUCTION

New Construction, Tenant Improvements, Remodels

			FY 23/24 Fee		FY 23/24 Fee		FY 24/25 Fee		FY 24/25 Fee			
			Plan Review		Inspection		Plan Review		Inspection			
Occupancy Classification		Threshold Sq Ft	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Percent Change	Yearly Incr
11	H - Hazardous Materials - New Construction:	1,000	\$ 4,858.09	\$ 106.27	\$ 8,981.66	\$ 96.23	\$ 5,036.19	\$ 110.17	\$ 9,310.93	\$ 99.76	3.67%	Y
		5,000	\$ 9,108.92	\$ 151.82	\$ 12,830.94	\$ 153.97	\$ 9,442.85	\$ 157.38	\$ 13,301.32	\$ 159.62	3.67%	Y
		10,000	\$ 16,699.69	\$ 136.63	\$ 20,529.50	\$ 164.24	\$ 17,311.90	\$ 141.64	\$ 21,282.11	\$ 170.26	3.67%	Y
		20,000	\$ 30,363.07	\$ 25.30	\$ 36,953.11	\$ 69.29	\$ 31,476.18	\$ 26.23	\$ 38,307.81	\$ 71.83	3.67%	Y
		50,000	\$ 37,953.84	\$ 33.40	\$ 57,739.23	\$ 28.23	\$ 39,345.22	\$ 34.62	\$ 59,855.95	\$ 29.26	3.67%	Y
		100,000	\$ 54,653.53	\$ 54.66	\$ 71,853.27	\$ 71.85	\$ 56,657.12	\$ 56.66	\$ 74,487.40	\$ 74.48	3.67%	Y
12	H - Hazardous Materials - Tenant Improvement:	1,000	\$ 2,429.05	\$ 53.14	\$ 4,790.22	\$ 51.32	\$ 2,518.09	\$ 55.08	\$ 4,965.83	\$ 53.21	3.67%	Y
		5,000	\$ 4,554.46	\$ 75.91	\$ 6,843.17	\$ 82.12	\$ 4,721.43	\$ 78.69	\$ 7,094.04	\$ 85.13	3.67%	Y
		10,000	\$ 8,349.84	\$ 68.32	\$ 10,949.07	\$ 87.59	\$ 8,655.95	\$ 70.82	\$ 11,350.46	\$ 90.80	3.67%	Y
		20,000	\$ 15,181.53	\$ 12.65	\$ 19,708.32	\$ 36.95	\$ 15,738.09	\$ 13.12	\$ 20,430.83	\$ 38.31	3.67%	Y
		50,000	\$ 18,976.92	\$ 16.70	\$ 30,794.26	\$ 15.05	\$ 19,672.61	\$ 17.31	\$ 31,923.17	\$ 15.61	3.67%	Y
		100,000	\$ 27,326.76	\$ 27.32	\$ 38,321.74	\$ 38.32	\$ 28,328.56	\$ 28.33	\$ 39,726.61	\$ 39.72	3.67%	Y
13	I - Licensed Clinics - New Construction:	2,000	\$ 2,920.17	\$ 31.94	\$ 5,987.77	\$ 32.08	\$ 3,027.22	\$ 33.11	\$ 6,207.28	\$ 33.25	3.67%	Y
		10,000	\$ 5,475.31	\$ 45.63	\$ 8,553.96	\$ 51.32	\$ 5,676.04	\$ 47.30	\$ 8,867.55	\$ 53.21	3.67%	Y
		20,000	\$ 10,038.07	\$ 41.06	\$ 13,686.34	\$ 54.75	\$ 10,406.06	\$ 42.57	\$ 14,188.08	\$ 56.75	3.67%	Y
		40,000	\$ 18,251.04	\$ 7.60	\$ 24,635.41	\$ 23.10	\$ 18,920.12	\$ 7.88	\$ 25,538.54	\$ 23.94	3.67%	Y
		100,000	\$ 22,813.79	\$ 10.04	\$ 38,492.82	\$ 9.41	\$ 23,650.15	\$ 10.41	\$ 39,903.97	\$ 9.75	3.67%	Y
		200,000	\$ 32,851.86	\$ 16.43	\$ 47,902.18	\$ 23.95	\$ 34,056.21	\$ 17.03	\$ 49,658.27	\$ 24.83	3.67%	Y
14	I - Licensed Clinics - Tenant Improvement:	1,000	\$ 1,179.44	\$ 25.80	\$ 2,494.91	\$ 26.73	\$ 1,222.68	\$ 26.75	\$ 2,586.37	\$ 27.71	3.67%	Y
		5,000	\$ 2,211.46	\$ 36.86	\$ 3,564.15	\$ 42.77	\$ 2,292.53	\$ 38.21	\$ 3,694.81	\$ 44.34	3.67%	Y
		10,000	\$ 4,054.33	\$ 33.17	\$ 5,702.64	\$ 45.62	\$ 4,202.97	\$ 34.39	\$ 5,911.70	\$ 47.29	3.67%	Y
		20,000	\$ 7,371.52	\$ 6.14	\$ 10,264.75	\$ 19.25	\$ 7,641.76	\$ 6.37	\$ 10,641.06	\$ 19.95	3.67%	Y
		50,000	\$ 9,214.40	\$ 8.11	\$ 16,038.68	\$ 7.84	\$ 9,552.20	\$ 8.41	\$ 16,626.65	\$ 8.13	3.67%	Y
		100,000	\$ 13,268.73	\$ 13.27	\$ 19,959.24	\$ 19.96	\$ 13,755.16	\$ 13.75	\$ 20,690.94	\$ 20.70	3.67%	Y
15	M - Mercantile - New Construction:	500	\$ 2,415.77	\$ 105.69	\$ 4,989.81	\$ 106.92	\$ 2,504.33	\$ 109.56	\$ 5,172.74	\$ 110.84	3.67%	Y
		2,500	\$ 4,529.57	\$ 150.99	\$ 7,128.30	\$ 171.08	\$ 4,695.62	\$ 156.52	\$ 7,389.62	\$ 177.35	3.67%	Y
		5,000	\$ 8,304.20	\$ 135.89	\$ 11,405.28	\$ 182.48	\$ 8,608.64	\$ 140.87	\$ 11,823.40	\$ 189.17	3.67%	Y
		10,000	\$ 15,098.55	\$ 25.16	\$ 20,529.50	\$ 76.99	\$ 15,652.06	\$ 26.09	\$ 21,282.11	\$ 79.81	3.67%	Y
		25,000	\$ 18,873.19	\$ 33.22	\$ 32,077.35	\$ 31.36	\$ 19,565.08	\$ 34.43	\$ 33,253.30	\$ 32.51	3.67%	Y
		50,000	\$ 27,177.39	\$ 54.36	\$ 39,918.48	\$ 79.83	\$ 28,173.71	\$ 56.35	\$ 41,381.89	\$ 82.76	3.67%	Y

City of Milpitas

BUILDING SAFETY AND HOUSING - CONSTRUCTION

New Construction, Tenant Improvements, Remodels

			FY 23/24 Fee		FY 23/24 Fee		FY 24/25 Fee		FY 24/25 Fee			
			Plan Review		Inspection		Plan Review		Inspection			
Occupancy Classification		Threshold Sq Ft	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Percent Change	Yearly Incr
16	M - Mercantile - Tenant Improvement:	250	\$ 1,109.28	\$ 97.06	\$ 1,995.92	\$ 85.54	\$ 1,149.95	\$ 100.62	\$ 2,069.09	\$ 88.68	3.67%	Y
		1,250	\$ 2,079.91	\$ 138.66	\$ 2,851.32	\$ 136.86	\$ 2,156.15	\$ 143.74	\$ 2,955.85	\$ 141.88	3.67%	Y
		2,500	\$ 3,813.16	\$ 124.79	\$ 4,562.11	\$ 145.99	\$ 3,952.95	\$ 129.37	\$ 4,729.36	\$ 151.34	3.67%	Y
		5,000	\$ 6,933.02	\$ 23.11	\$ 8,211.80	\$ 61.59	\$ 7,187.18	\$ 23.96	\$ 8,512.85	\$ 63.85	3.67%	Y
		12,500	\$ 8,666.27	\$ 30.51	\$ 12,830.94	\$ 25.09	\$ 8,983.98	\$ 31.62	\$ 13,301.32	\$ 26.01	3.67%	Y
		25,000	\$ 12,479.43	\$ 49.91	\$ 15,967.39	\$ 63.87	\$ 12,936.93	\$ 51.74	\$ 16,552.76	\$ 66.21	3.67%	Y
17	R-1 - Residential Hotels - New Construction:	2,000	\$ 10,808.41	\$ 118.22	\$ 27,443.96	\$ 147.02	\$ 11,204.65	\$ 122.55	\$ 28,450.05	\$ 152.41	3.67%	Y
		10,000	\$ 20,265.78	\$ 168.88	\$ 39,205.65	\$ 235.23	\$ 21,008.72	\$ 175.07	\$ 40,642.93	\$ 243.86	3.67%	Y
		20,000	\$ 37,153.92	\$ 151.99	\$ 62,729.04	\$ 250.92	\$ 38,515.99	\$ 157.57	\$ 65,028.68	\$ 260.11	3.67%	Y
		40,000	\$ 67,552.59	\$ 28.15	\$ 112,912.27	\$ 105.86	\$ 70,029.06	\$ 29.18	\$ 117,051.63	\$ 109.74	3.67%	Y
		100,000	\$ 84,440.74	\$ 37.15	\$ 176,425.43	\$ 43.13	\$ 87,536.33	\$ 38.52	\$ 182,893.17	\$ 44.71	3.67%	Y
		200,000	\$ 121,594.66	\$ 60.80	\$ 219,551.64	\$ 109.77	\$ 126,052.32	\$ 63.03	\$ 227,600.39	\$ 113.80	3.67%	Y
18	R-1 - Residential Hotels - Tenant Improvement:	500	\$ 2,569.37	\$ 112.41	\$ 6,386.96	\$ 136.86	\$ 2,663.56	\$ 116.53	\$ 6,621.10	\$ 141.88	3.67%	Y
		2,500	\$ 4,817.56	\$ 160.59	\$ 9,124.22	\$ 218.98	\$ 4,994.17	\$ 166.47	\$ 9,458.72	\$ 227.01	3.67%	Y
		5,000	\$ 8,832.19	\$ 144.53	\$ 14,598.76	\$ 233.58	\$ 9,155.98	\$ 149.83	\$ 15,133.95	\$ 242.14	3.67%	Y
		10,000	\$ 16,058.54	\$ 26.76	\$ 26,277.77	\$ 98.54	\$ 16,647.24	\$ 27.75	\$ 27,241.11	\$ 102.15	3.67%	Y
		25,000	\$ 20,073.17	\$ 35.33	\$ 41,059.01	\$ 40.15	\$ 20,809.05	\$ 36.62	\$ 42,564.23	\$ 41.62	3.67%	Y
		50,000	\$ 28,905.36	\$ 57.81	\$ 51,095.66	\$ 102.19	\$ 29,965.03	\$ 59.93	\$ 52,968.82	\$ 105.94	3.67%	Y
19	R-2 - Residential Multi-Family - New Construction:	2,000	\$ 22,608.05	\$ 11.83	\$ 34,928.67	\$ 187.12	\$ 23,436.86	\$ 12.26	\$ 36,209.15	\$ 193.98	3.67%	Y
		10,000	\$ 23,554.53	\$ 196.29	\$ 49,898.10	\$ 299.39	\$ 24,418.03	\$ 203.48	\$ 51,727.36	\$ 310.36	3.67%	Y
		20,000	\$ 43,183.30	\$ 176.66	\$ 79,836.96	\$ 319.35	\$ 44,766.40	\$ 183.14	\$ 82,763.78	\$ 331.06	3.67%	Y
		40,000	\$ 78,515.09	\$ 32.71	\$ 143,706.53	\$ 134.72	\$ 81,393.45	\$ 33.91	\$ 148,974.80	\$ 139.66	3.67%	Y
		100,000	\$ 98,143.86	\$ 43.18	\$ 224,541.45	\$ 54.89	\$ 101,741.81	\$ 44.77	\$ 232,773.13	\$ 56.90	3.67%	Y
		200,000	\$ 141,327.16	\$ 70.66	\$ 279,429.36	\$ 139.71	\$ 146,508.21	\$ 73.26	\$ 289,673.23	\$ 144.83	3.67%	Y
20	R-2 - Residential Multi-Family - Tenant Improvement:	500	\$ 3,270.97	\$ 143.10	\$ 6,985.73	\$ 149.69	\$ 3,390.88	\$ 148.35	\$ 7,241.83	\$ 155.18	3.67%	Y
		2,500	\$ 6,133.06	\$ 204.44	\$ 9,979.62	\$ 239.51	\$ 6,357.90	\$ 211.93	\$ 10,345.47	\$ 248.29	3.67%	Y
		5,000	\$ 11,243.94	\$ 183.99	\$ 15,967.39	\$ 255.48	\$ 11,656.15	\$ 190.74	\$ 16,552.76	\$ 264.84	3.67%	Y
		10,000	\$ 20,443.54	\$ 34.07	\$ 28,741.31	\$ 107.78	\$ 21,192.99	\$ 35.32	\$ 29,794.96	\$ 111.73	3.67%	Y
		25,000	\$ 25,554.42	\$ 44.98	\$ 44,908.29	\$ 43.91	\$ 26,491.24	\$ 46.62	\$ 46,554.63	\$ 45.52	3.67%	Y
		50,000	\$ 36,798.36	\$ 73.60	\$ 55,885.87	\$ 111.77	\$ 38,147.39	\$ 76.30	\$ 57,934.65	\$ 115.86	3.67%	Y

City of Milpitas

BUILDING SAFETY AND HOUSING - CONSTRUCTION

New Construction, Tenant Improvements, Remodels

			FY 23/24 Fee		FY 23/24 Fee		FY 24/25 Fee		FY 24/25 Fee			
			Plan Review		Inspection		Plan Review		Inspection			
Occupancy Classification		Threshold Sq Ft	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Percent Change	Yearly Incr
21	R-4 - Care / Assisted Living - New Construction:	2,000	\$ 6,598.81	\$ 72.17	\$ 14,969.43	\$ 80.19	\$ 6,840.73	\$ 74.82	\$ 15,518.21	\$ 83.13	3.67%	Y
		10,000	\$ 12,372.78	\$ 103.11	\$ 21,384.90	\$ 128.31	\$ 12,826.36	\$ 106.89	\$ 22,168.87	\$ 133.01	3.67%	Y
		20,000	\$ 22,683.42	\$ 92.80	\$ 34,215.84	\$ 136.86	\$ 23,515.00	\$ 96.20	\$ 35,470.19	\$ 141.88	3.67%	Y
		40,000	\$ 41,242.59	\$ 17.18	\$ 61,588.51	\$ 57.74	\$ 42,754.54	\$ 17.81	\$ 63,846.34	\$ 59.86	3.67%	Y
		100,000	\$ 51,553.23	\$ 22.68	\$ 96,232.05	\$ 23.52	\$ 53,443.17	\$ 23.51	\$ 99,759.91	\$ 24.39	3.67%	Y
		200,000	\$ 74,236.66	\$ 37.12	\$ 119,755.44	\$ 59.88	\$ 76,958.17	\$ 38.48	\$ 124,145.67	\$ 62.07	3.67%	Y
22	R-4 - Care / Assisted Living - Tenant Improvement:	1,000	\$ 3,214.08	\$ 70.31	\$ 7,983.70	\$ 85.54	\$ 3,331.91	\$ 72.89	\$ 8,276.38	\$ 88.68	3.67%	Y
		5,000	\$ 6,026.41	\$ 100.44	\$ 11,405.28	\$ 136.86	\$ 6,247.33	\$ 104.12	\$ 11,823.40	\$ 141.88	3.67%	Y
		10,000	\$ 11,048.41	\$ 90.40	\$ 18,248.45	\$ 145.99	\$ 11,453.44	\$ 93.71	\$ 18,917.44	\$ 151.34	3.67%	Y
		20,000	\$ 20,088.02	\$ 16.74	\$ 32,847.21	\$ 61.59	\$ 20,824.44	\$ 17.35	\$ 34,051.38	\$ 63.85	3.67%	Y
		50,000	\$ 25,110.02	\$ 22.10	\$ 51,323.76	\$ 25.09	\$ 26,030.56	\$ 22.91	\$ 53,205.29	\$ 26.01	3.67%	Y
		100,000	\$ 36,158.43	\$ 36.16	\$ 63,869.57	\$ 63.87	\$ 37,484.00	\$ 37.48	\$ 66,211.02	\$ 66.21	3.67%	Y
23	S-1 - Storage Moderate Hazard - New Construction:	1,000	\$ 3,930.85	\$ 85.99	\$ 7,484.72	\$ 80.19	\$ 4,074.95	\$ 89.14	\$ 7,759.10	\$ 83.13	3.67%	Y
		5,000	\$ 7,370.34	\$ 122.84	\$ 10,692.45	\$ 128.31	\$ 7,640.53	\$ 127.34	\$ 11,084.43	\$ 133.01	3.67%	Y
		10,000	\$ 13,512.29	\$ 110.56	\$ 17,107.92	\$ 136.86	\$ 14,007.65	\$ 114.61	\$ 17,735.10	\$ 141.88	3.67%	Y
		20,000	\$ 24,567.79	\$ 20.47	\$ 30,794.26	\$ 57.74	\$ 25,468.45	\$ 21.22	\$ 31,923.17	\$ 59.86	3.67%	Y
		50,000	\$ 30,709.74	\$ 27.02	\$ 48,116.03	\$ 23.52	\$ 31,835.56	\$ 28.02	\$ 49,879.96	\$ 24.39	3.67%	Y
		100,000	\$ 44,222.03	\$ 44.22	\$ 59,877.72	\$ 59.88	\$ 45,843.21	\$ 45.84	\$ 62,072.83	\$ 62.07	3.67%	Y
24	S-2 - Storage Low Hazard - New Construction:	1,000	\$ 2,161.68	\$ 47.29	\$ 4,391.03	\$ 47.05	\$ 2,240.93	\$ 49.02	\$ 4,552.01	\$ 48.77	3.67%	Y
		5,000	\$ 4,053.16	\$ 67.55	\$ 6,272.90	\$ 75.27	\$ 4,201.74	\$ 70.03	\$ 6,502.87	\$ 78.03	3.67%	Y
		10,000	\$ 7,430.78	\$ 60.80	\$ 10,036.65	\$ 80.29	\$ 7,703.20	\$ 63.03	\$ 10,404.59	\$ 83.24	3.67%	Y
		20,000	\$ 13,510.52	\$ 11.26	\$ 18,065.96	\$ 33.87	\$ 14,005.81	\$ 11.67	\$ 18,728.26	\$ 35.12	3.67%	Y
		50,000	\$ 16,888.15	\$ 14.86	\$ 28,228.07	\$ 13.80	\$ 17,507.27	\$ 15.41	\$ 29,262.91	\$ 14.31	3.67%	Y
		100,000	\$ 24,318.93	\$ 24.32	\$ 35,128.26	\$ 35.13	\$ 25,210.46	\$ 25.21	\$ 36,416.06	\$ 36.42	3.67%	Y
25	S - Storage - Tenant Improvement:	500	\$ 1,600.40	\$ 70.02	\$ 2,744.40	\$ 58.81	\$ 1,659.07	\$ 72.58	\$ 2,845.00	\$ 60.96	3.67%	Y
		2,500	\$ 3,000.76	\$ 100.03	\$ 3,920.57	\$ 94.09	\$ 3,110.76	\$ 103.69	\$ 4,064.29	\$ 97.54	3.67%	Y
		5,000	\$ 5,501.38	\$ 90.02	\$ 6,272.90	\$ 100.37	\$ 5,703.07	\$ 93.32	\$ 6,502.87	\$ 104.05	3.67%	Y
		10,000	\$ 10,002.52	\$ 16.67	\$ 11,291.23	\$ 42.34	\$ 10,369.21	\$ 17.28	\$ 11,705.16	\$ 43.89	3.67%	Y
		25,000	\$ 12,503.15	\$ 22.01	\$ 17,642.54	\$ 17.25	\$ 12,961.51	\$ 22.81	\$ 18,289.32	\$ 17.88	3.67%	Y
		50,000	\$ 18,004.53	\$ 36.01	\$ 21,955.16	\$ 43.91	\$ 18,664.58	\$ 37.33	\$ 22,760.04	\$ 45.52	3.67%	Y

City of Milpitas

BUILDING SAFETY AND HOUSING - CONSTRUCTION

New Construction, Tenant Improvements, Remodels

			FY 23/24 Fee		FY 23/24 Fee		FY 24/25 Fee		FY 24/25 Fee			
			Plan Review		Inspection		Plan Review		Inspection			
Occupancy Classification		Threshold Sq Ft	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Base Fee	Add'l 100 SF or Fraction Thereof	Percent Change	Yearly Incr
26	U - Utility - Misc. - New Construction:	150	\$ 927.24	\$ 135.22	\$ 1,696.54	\$ 121.18	\$ 961.24	\$ 140.18	\$ 1,758.73	\$ 125.62	3.67%	Y
		750	\$ 1,738.58	\$ 193.18	\$ 2,423.62	\$ 193.89	\$ 1,802.32	\$ 200.26	\$ 2,512.47	\$ 201.00	3.67%	Y
		1,500	\$ 3,187.40	\$ 173.86	\$ 3,877.80	\$ 206.82	\$ 3,304.25	\$ 180.23	\$ 4,019.96	\$ 214.40	3.67%	Y
		3,000	\$ 5,795.28	\$ 32.20	\$ 6,980.03	\$ 87.25	\$ 6,007.73	\$ 33.38	\$ 7,235.92	\$ 90.45	3.67%	Y
		7,500	\$ 7,244.09	\$ 42.50	\$ 10,906.30	\$ 35.55	\$ 7,509.66	\$ 44.06	\$ 11,306.12	\$ 36.85	3.67%	Y
		15,000	\$ 10,431.50	\$ 69.55	\$ 13,572.28	\$ 90.48	\$ 10,813.91	\$ 72.09	\$ 14,069.84	\$ 93.80	3.67%	Y
27	U - Utility - Misc. - Tenant Improvement:	100	\$ 618.16	\$ 135.22	\$ 1,197.55	\$ 128.31	\$ 640.82	\$ 140.18	\$ 1,241.46	\$ 133.01	3.67%	Y
		500	\$ 1,159.06	\$ 193.18	\$ 1,710.79	\$ 205.30	\$ 1,201.55	\$ 200.26	\$ 1,773.51	\$ 212.82	3.67%	Y
		1,000	\$ 2,124.93	\$ 173.86	\$ 2,737.27	\$ 218.98	\$ 2,202.83	\$ 180.23	\$ 2,837.62	\$ 227.01	3.67%	Y
		2,000	\$ 3,863.52	\$ 32.20	\$ 4,927.08	\$ 92.38	\$ 4,005.15	\$ 33.38	\$ 5,107.71	\$ 95.77	3.67%	Y
		5,000	\$ 4,829.40	\$ 42.50	\$ 7,698.56	\$ 37.64	\$ 5,006.44	\$ 44.06	\$ 7,980.79	\$ 39.02	3.67%	Y
		10,000	\$ 6,954.33	\$ 69.55	\$ 9,580.44	\$ 95.80	\$ 7,209.28	\$ 72.09	\$ 9,931.65	\$ 99.32	3.67%	Y
28	Shell Building:	5,000	\$ 5,840.33	\$ 25.55	\$ 10,977.58	\$ 23.52	\$ 6,054.44	\$ 26.49	\$ 11,380.02	\$ 24.39	3.67%	Y
		25,000	\$ 10,950.62	\$ 36.50	\$ 15,682.26	\$ 37.64	\$ 11,352.07	\$ 37.84	\$ 16,257.17	\$ 39.02	3.67%	Y
		50,000	\$ 20,076.14	\$ 32.85	\$ 25,091.62	\$ 40.15	\$ 20,812.13	\$ 34.06	\$ 26,011.47	\$ 41.62	3.67%	Y
		100,000	\$ 36,502.07	\$ 6.08	\$ 45,164.91	\$ 16.94	\$ 37,840.23	\$ 6.31	\$ 46,820.65	\$ 17.56	3.67%	Y
		250,000	\$ 45,627.59	\$ 8.03	\$ 70,570.17	\$ 6.90	\$ 47,300.29	\$ 8.32	\$ 73,157.27	\$ 7.15	3.67%	Y
		500,000	\$ 65,703.73	\$ 13.14	\$ 87,820.66	\$ 17.57	\$ 68,112.42	\$ 13.62	\$ 91,040.16	\$ 18.21	3.67%	Y

* Amounts exclude City of Milpitas standard permitting fees and State of California fees.

** A - Assembly New Construction per 100 SF amounts adjusted in order to reflect proper scaling from tier to tier. No change proposed to base fee.

*** S-1 - Storage Moderate Hazard - New Construction: per 100 SF amounts adjusted in order to reflect proper scaling from tier to tier. No change proposed to base fee.

City of Milpitas

BUILDING SAFETY AND HOUSING - MISCELLANEOUS

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
MISCELLANEOUS FEES - RESIDENTIAL							
Combination Permits							
1	Attached Garage - 1 to 3 cars	\$1,375	\$1,426		3.67%	Y	[a]
2	Detached Garage or Accessory Structure	\$1,181	\$1,225		3.67%	Y	[a]
3	Bathroom Remodel (1 or more if inspected at same time)	\$1,007	\$1,044		3.67%	Y	[a]
4	Kitchen Remodel	\$1,007	\$1,044		3.67%	Y	[a]
5	Kitchen and Bathroom Remodel	\$1,463	\$1,517		3.67%	Y	[a]
6	Patio Enclosure / Sunroom	\$1,356	\$1,405		3.67%	Y	[a]
7	Garage conversion	\$1,295	\$1,343		3.67%	Y	[a]
8	Green House	\$1,067	\$1,106		3.67%	Y	[a]
9	Patio Cover	\$1,067	\$1,106		3.67%	Y	[a]
10	Window, Skylight or Exterior Door	\$893	\$926		3.67%	Y	[a]
Miscellaneous Construction							
11	Wood Fences over 7' high, concrete / masonry over 4' high	\$795	\$824		3.67%	Y	[a]
12	Sound Wall	\$1,378	\$1,429		3.67%	Y	[a]
13	Structural Roof Conversions	\$2.12	\$2.20	per sq ft	3.67%	Y	[a]
14	AC Condenser Replacement	\$285	\$296		3.67%	Y	
15	Furnace Replacement	\$342	\$355		3.67%	Y	
16	Water Heater Replacement	\$342	\$355		3.67%	Y	
17	Solar Permit						
	a) 15kW or less	\$450	\$450		0.00%	N	
	b) Above 15kW – base	\$450	\$450	base	0.00%	N	
	c) Above 15kW – per kW	\$15	\$15	per kw	0.00%	N	
18	Solar Thermal						
	a) 10kWth or less	\$450	\$450		0.00%	N	
	b) 10kWth or more - base	\$450	\$450	base	0.00%	N	
	c) 10kWth or more – per kWth	\$15	\$15	per kWth	0.00%	N	
19	Fireplace reconstruction	\$675	\$699		3.67%	Y	[a]
20	Siding/stucco replacement	\$570	\$591		3.67%	Y	
21	Seismic Strengthening	\$675	\$699		3.67%	Y	[a]
22	Miscellaneous Construction Not Listed	See hourly rates for Plan Review and Inspection	See hourly rates for Plan Review and Inspection			N	

City of Milpitas

BUILDING SAFETY AND HOUSING - MISCELLANEOUS

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
MISCELLANEOUS FEES - COMMERCIAL							
Miscellaneous Construction							
23	Permit Issuance Fee	\$196	\$203		3.67%	Y	
24	Equipment Installation						
	a) Each Type - Plan Review	\$482	\$500		3.67%	Y	
	b) Each 2 pieces or fraction thereof - Inspection	\$456	\$473		3.67%	Y	
25	Racks, each type						
	a) Each Rack Type	\$825	\$855		3.67%	Y	
	b) Each 5 racks or fraction thereof	\$228	\$236		3.67%	Y	
26	Roof Screen	\$1,053	\$1,091		3.67%	Y	[a]
27	Fences	\$1,053	\$1,091		3.67%	Y	[a]
28	Monument Sign						
	a) Each Piece - Not Electrical	\$697	\$723		3.67%	Y	[a]
	b) Each Piece - Including Electrical	\$872	\$904		3.67%	Y	[a]
29	Wall Mounted Sign						
	a) Not Electrical	\$469	\$486		3.67%	Y	[a]
	b) Including Electrical	\$644	\$667		3.67%	Y	[a]
30	Solar Permit						
	a) 50kW or less	\$1,000	\$1,000		0.00%	N	
	b) 50kW – 250kW – Base	\$1,000	\$1,000	base	0.00%	N	
	c) 50kW – 250kW – per kW above 50kW	\$7	\$7	per kW	0.00%	N	
	b) Above 250kW – base	\$2,400	\$2,400	base	0.00%	N	
	c) Above 250kW – per kW	\$5	\$5	per kW	0.00%	N	
31	Solar Thermal						
	a) 30kWth or less	\$1,000	\$1,000		0.00%	N	
	b) 30kWth – 260kWth – Base	\$1,000	\$1,000	base	0.00%	N	
	c) 30kWth – 260kWth – per kWth above 30kWth	\$7	\$7	per kWth	0.00%	N	
	d) 260+ kWth – Base	\$2,610	\$2,610	base	0.00%	N	
	e) 260+ kWth – per kWth above 260kWth	\$5	\$5	per kWth	0.00%	N	
32	Miscellaneous Construction Not Listed	See hourly rates for Plan Review and Inspection	See hourly rates for Plan Review and Inspection			N	

City of Milpitas

BUILDING SAFETY AND HOUSING - MISCELLANEOUS

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Other Plan Check, Inspection and Permit Fees						
33 Certificate of Occupancy (inspection, record review, printing)	\$709				¥	
a) Tenant space up to 400 sq ft	\$709	\$245		-65.44%	Y	
b) Tenant space over 400 sq ft	\$709	\$735		3.67%	Y	
34 Temporary Building Permit Issuance *****	\$437	\$453		3.67%	Y	
35 Accessibility Exception Request	\$580	\$601		3.67%	Y	
36 Christmas Tree Lot	\$326	\$338		3.67%	Y	
37 Faithful Performance Bond Execution	\$339	\$351		3.67%	Y	
38 Inspection Investigation Fee (Construction w/o Permits, Per MMC)	100% of insp. Fee	100% of insp. Fee			N	
RESIDENTIAL, COMMERCIAL, AND MEP FEES						
Grading						
39 Permit Issuance Fee	\$196	\$203		3.67%	Y	
40 Plan Check:						
a) 0 - 10,000 Cubic Yards	\$482	\$500		3.67%	Y	
b) Add for each additional 10,000 CY or fraction thereof	\$121	\$125		3.67%	Y	
c) Over 100,000 Cubic Yards	\$1,568	\$1,625		3.67%	Y	
d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof	\$60	\$63		3.67%	Y	
41 Inspection:						
a) 0 - 10,000 Cubic Yards	\$798	\$828		3.67%	Y	
b) Add for each additional 10,000 CY or fraction thereof	\$114	\$118		3.67%	Y	
c) Over 100,000 Cubic Yards	\$1,825	\$1,892		3.67%	Y	
d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof	\$57	\$59		3.67%	Y	

City of Milpitas

BUILDING SAFETY AND HOUSING - MISCELLANEOUS

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Site Improvement							
42	Permit Issuance	\$196	\$203		3.67%	Y	
43	Plan Check						
	a) 0-50,000 SF	\$2,412	\$2,500		3.67%	Y	
	b) 50,001-100,000 SF	\$3,376	\$3,500		3.67%	Y	
	c) 100,001-500,000 SF	\$9,647	\$10,001		3.67%	Y	
	d) 500,001+ SF	\$1.45	\$1.50	per 100 SF	3.67%	Y	
44	Inspection						
	a) 0-50,000 SF	\$3,650	\$3,783		3.67%	Y	
	b) 50,001-100,000 SF	\$5,475	\$5,675		3.67%	Y	
	c) 100,001-500,000 SF	\$11,405	\$11,823		3.67%	Y	
	d) 500,001+ SF	\$1.90	\$1.97	per 100 SF	3.67%	Y	
Pools or Spas							
45	Swimming Pool or Spa						[a]
	a) Private	\$1,036	\$1,074		3.67%	Y	[a]
	b) Public	\$1,633	\$1,693		3.67%	Y	[a]
46	Swimming Pool and Spa Together						[a]
	a) Private	\$1,734	\$1,797		3.67%	Y	[a]
	b) Public	\$2,733	\$2,833		3.67%	Y	[a]
47	Existing Pools / Spas – Repair or Renovation	\$567	\$588		3.67%	Y	[a]
Re-Roofing							
48	Single-Family and Two-Family	\$668	\$693		3.67%	Y	
49	Multi-Family, Residential, each building	\$1,074	\$1,113		3.67%	Y	
50	Commercial/Industrial, each building **	\$1,359	\$1,409		3.67%	Y	

City of Milpitas

BUILDING SAFETY AND HOUSING - MISCELLANEOUS

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Miscellaneous Fee						
51 Change of Address	\$665	\$689	per request	3.67%	Y	
52 Extension of Plan Check	\$98	\$101		3.67%	Y	
53 Extension of Permit	\$98	\$101		3.67%	Y	
54 Records Research	\$98	\$101		3.67%	Y	
55 Records Research with Documentation, per Address	\$147	\$152	per address	3.67%	Y	
56 Report of Monthly or Yearly Bldg Permit Activity (no charge to public agencies)	\$98	\$101		3.67%	Y	
57 Reprinting of Building Permit Cards	\$65	\$68		3.67%	Y	
58 Alternative Materials or Methods of Construction	\$724	\$750		3.67%	Y	
Other Plan Check and Inspection Permit Fees						
59 Inspection Investigation Fee (Construction w/o Permits, Per MMC)	100% of insp. Fee	100% of insp. Fee			N	
60 Reinspection Fee - per reinspection	\$342	\$355	per reinspection	3.67%	Y	
61 Demolition Permit	\$561	\$581		3.67%	Y	[a]
62 Revision / Deferred Submittal Plan Check - per hour	\$241	\$250	per hour	3.67%	Y	
63 Digitizing						
a) Document Size up to 11"x17"						
i) 1st 10 pages	\$1	\$1	each	0.00%	N	
ii) Each additional page	0.50	0.50	each	0.00%	N	
b) Document Size Larger than 11"x17"	\$4	\$4	per page	0.00%	N	
Hourly Rates						
64 Hourly Rates - Normal Business Hours						
a) Plan Check	\$241	\$250		3.67%	Y	
b) Inspection	\$228	\$236		3.67%	Y	
65 Afterhours (Overtime) Hourly Rates						
a) Plan Check	\$289	\$299		3.67%	Y	
b) Inspection	\$271	\$281		3.67%	Y	
Standard Permitting Fees						
66 Community Planning Fee - % of Building Permit	5.00%	5.00%		0.00%	N	
67 Technology Fee - % of Building Permit	3.80%	3.80%		0.00%	N	

City of Milpitas

BUILDING SAFETY AND HOUSING - MISCELLANEOUS

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
STATE FEES							
Strong Motion Instrumentation and Seismic Hazard Mapping Fees: ***							
68	Category 1 - Residential - Min Fee = \$0.50	Val. x 0.00013	Val. x 0.00013			N	
69	Category 2 - All Other Buildings - Min Fee = \$0.50	Val. x 0.00028	Val. x 0.00028			N	
Building Standards Administration Special Revolving Fund: ***							
70	Permit Valuation						
	a) \$1-\$25,000	\$1	\$1		0.00%	N	
	b) \$25,001 - \$50,000	\$2	\$2		0.00%	N	
	c) \$50,001 - \$75,000	\$3	\$3		0.00%	N	
	d) \$75,001 - \$100,000	\$4	\$4		0.00%	N	
	e) Every \$25,000 or fraction thereof above \$100,000	\$1	\$1		0.00%	N	
ELECTRICAL							
71	Electrical Permit Issuance ****	\$196	\$203		3.67%	Y	
72	Plan Check Fee - (min. 1 hr) - per hour	\$241	\$250	per hour	3.67%	Y	
73	Receptacle Outlets, multiple on one circuit						
	a) First 20	\$114	\$118		3.67%	Y	
	b) Each additional 20	\$95	\$99		3.67%	Y	
74	Receptacles or Junction box, fed from dedicated circuit - each	\$57	\$59	each	3.67%	Y	
75	Switches, Dimmers, Occupancy sensors, Sensor Power Packs, etc.						
	a) First 20	\$114	\$118		3.67%	Y	
	b) Each additional 20	\$95	\$99		3.67%	Y	
76	Lighting Fixtures, Sockets						
	a) First 20	\$114	\$118		3.67%	Y	
	b) Each additional 20	\$95	\$99		3.67%	Y	
77	Track lighting with fixtures - per linear feet	\$1.14	\$1.18		3.67%	Y	
78	Pole/Platform-Mounted/Theatrical Fixtures - each	\$57	\$59	each	3.67%	Y	
79	Circuit Breaker Panel/Subpanel, Lighting Control Panel – each	\$95	\$99	each	3.67%	Y	
80	Residential Equipment, hardwired from dedicated circuit – each	\$57	\$59	each	3.67%	Y	
81	Commercial Equipment, hardwired from dedicated circuit – each	\$95	\$99	each	3.67%	Y	
82	Power pole for cubicles	\$57	\$59	each	3.67%	Y	

City of Milpitas

BUILDING SAFETY AND HOUSING - MISCELLANEOUS

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
83 Generator						
a) Portable	\$114	\$118	each	3.67%	Y	
b) 10 kW or less	\$114	\$118	each	3.67%	Y	
c) More than 10 kW	\$171	\$177	each	3.67%	Y	
84 Electrical vehicle charging station						
a) Residential	\$57	\$59		3.67%	Y	
b) Commercial	\$95	\$99		3.67%	Y	
85 HEPA filter						
a) First 20	\$114	\$118		3.67%	Y	
b) Each additional 20	\$95	\$99		3.67%	Y	
86 Time Clock	\$57	\$59	each	3.67%	Y	
87 Sign, lighting systems from one branch circuit						
a) First one	\$228	\$236		3.67%	Y	
b) Each additional	\$114	\$118		3.67%	Y	
88 Services						
a) Not over 200 amps (new or change) – each	\$114	\$118	each	3.67%	Y	
b) 201 amps - 1000 amps (new or change)	\$228	\$236	each	3.67%	Y	
c) Over 1000 amperes (new or change)	\$285	\$296	each	3.67%	Y	
89 Power Apparatus (UPS) or Transformer	\$95	\$99	each	3.67%	Y	
90 Miscellaneous Apparatus, Conduits & Conductors	\$95	\$99	each	3.67%	Y	
91 Construction Temporary Power Pole with service panel, each pole	\$114	\$118		3.67%	Y	
92 Elevator	\$228	\$236	each	3.67%	Y	
93 Special Circuitry, per circuit	\$95	\$99	per circuit	3.67%	Y	
MECHANICAL						
94 Mechanical Permit Issuance ****	\$196	\$203		3.67%	Y	
95 Plan Check Fee (min.1 hr)	\$241	\$250	per hour	3.67%	Y	
96 Install Furnace or Heater, Residential (not including duct work)	\$152	\$158		3.67%	Y	
97 Install, Relocate, Replace Flue Vent (not including with appliance)	\$114	\$118		3.67%	Y	
98 Install Hood with Mechanical Exhaust						
a) Residential	\$95	\$99		3.67%	Y	
b) Commercial	\$228	\$236		3.67%	Y	
99 Duct Work per VAV or Single Zone System	\$95	\$99		3.67%	Y	

City of Milpitas

BUILDING SAFETY AND HOUSING - MISCELLANEOUS

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
100	Install Industrial-type Incinerator	\$171	\$177		3.67%	Y	
101	Install						
	a) Boiler (each)	\$114	\$118	each	3.67%	Y	
	b) Condenser, VAV or Fan Coil 0-5 ton <2000 CFM (each)	\$114	\$118	each	3.67%	Y	
	c) Condenser, VAV or Fan Coil Over 5 ton >2000 CFM (each)	\$228	\$236	each	3.67%	Y	
102	Roof-top HVAC package unit including duct work	\$228	\$236		3.67%	Y	
103	Dryer vent						
	a) Dryer vent, residential	\$95	\$99	each	3.67%	Y	
	b) Dryer vent, commercial	\$228	\$236	each	3.67%	Y	
104	Pump	\$171	\$177	each	3.67%	Y	
105	Install/Replace Fire or Fire/Smoke Dampers - 5 (or portion of)	\$114	\$118		3.67%	Y	
106	Non-portable Evaporative Cooler	\$171	\$177		3.67%	Y	
107	Single Bathroom Ventilation Fan and Duct	\$95	\$99		3.67%	Y	
108	Ventilation System, not HVAC	\$114	\$118		3.67%	Y	
109	Other Regulated Appliance	\$171	\$177		3.67%	Y	
110	Process Piping						
	a) Hazardous process piping system						
	i) First 4 outlets	\$171	\$177		3.67%	Y	
	ii) Over 4 outlets - per outlet	\$95	\$99	per outlet	3.67%	Y	
	b) Non-Hazardous process piping system						
	i) First 4 outlets	\$171	\$177		3.67%	Y	
	ii) Over 4 outlets - per outlet	\$95	\$99	per outlet	3.67%	Y	
PLUMBING							
111	Plumbing Permit Issuance ****	\$196	\$203		3.67%	Y	
112	Plan Check Fee (min. 1 hr) - per hour	\$241	\$250	per hour	3.67%	Y	
113	Plumbing Fixtures						
	a) First 5 traps (or portion of)	\$171	\$177		3.67%	Y	
	b) Each Additional trap	\$95	\$99		3.67%	Y	
114	Building Drain or Sewer (New or Replacement)	\$171	\$177		3.67%	Y	
115	Rain Water Drainage System	\$114	\$118		3.67%	Y	
116	Water Heater and Vent	\$171	\$177		3.67%	Y	
117	Gas Piping System - (each appliance)	\$114	\$118		3.67%	Y	

City of Milpitas

BUILDING SAFETY AND HOUSING - MISCELLANEOUS

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
118 Automatic Gas Shut-off Device (Seismic or Excess Flow) if not part of new gas piping system	\$114	\$118		3.67%	Y	
119 Industrial Waste Pre-Treatment System	\$228	\$236		3.67%	Y	
120 Grease Trap	\$171	\$177		3.67%	Y	
121 Grease Interceptor	\$228	\$236		3.67%	Y	
122 Water System Installation						
a) New	\$342	\$355		3.67%	Y	
b) Re-pipe	\$228	\$236		3.67%	Y	
123 Pump	\$171	\$177	each	3.67%	Y	
124 Repair/Alteration of Drain/Vent	\$171	\$177		3.67%	Y	
125 Landscape Sprinkler System	\$171	\$177		3.67%	Y	
126 Landscape Reclaim Water	\$285	\$296	per valve	3.67%	Y	
127 Backflow Protection						
a) first 5	\$171	\$177		3.67%	Y	
b) each additional 5 (or portion of)	\$95	\$99		3.67%	Y	
128 Reclaim Water System, No Irrigation	\$342	\$355		3.67%	Y	
129 Private Sewage Disposal System	\$114	\$118		3.67%	Y	

** Additional fees may be charged for roof penetrations and/or equipment installation.

*** Fees set by the State of California and are subject to change.

**** Permit issuance fee. When more than one specialty permit (electrical, mechanical, plumbing) is concurrently issued to one applicant, only one permit issuance fee will be charged.

***** Full permit fees of the main building permit shall be paid prior to issuance of the temporary building permit.

[a] 60% of the permit fee is considered inspection fee for the purpose of processing refund request and applying inspection investigation fee.

City of Milpitas

BUILDING SAFETY AND HOUSING - MOBILEHOME PERMIT

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Mobilehome Permit Fees							
1	Permit Issuance Fee	\$196	\$203	each	3.67%	Y	
2	Permits with HCD Standard Plan Approval:	See Item A	See Item A	each	0.00%	N	
	a) Mobile Home (MH) Unit Installation (each)	\$196 min.	\$196 min.	each	0.00%	N	
	b) MH Unit Foundation System (each)	Table B	Table B	each	0.00%	N	
	c) Accessory building and structure, and building component (each)	Table B	Table B	each	0.00%	N	[a]
	d) Plumbing	Table C	Table C	each	0.00%	N	
	e) Mechanical	Table D	Table D	each	0.00%	N	
	f) Electrical	Table E	Table E	each	0.00%	N	
	g) Plan Review	N/A	N/A	each	0.00%	N	
3	Permits without HCD Standard Plan Approval:	See Item A	See Item A	each	0.00%	N	
	a) Accessory building and structure, and building component (each)	Table B	Table B	each	0.00%	N	[a]
	b) Plumbing	Table C	Table C	each	0.00%	N	
	c) Mechanical	Table D	Table D	each	0.00%	N	
	d) Electrical	Table E	Table E	each	0.00%	N	
	e) Plan Review						
	i) First submittal	1/2 of total permit fees	1/2 of total permit fees	each	0.00%	N	[b]
	ii) Each resubmittal						
	a) First Hour	\$203	\$203	each	0.00%	N	[b]
	b) Second and subsequent whole hour	\$92	\$92	each	0.00%	N	[b]
	c) Each 1/2 hour, or fractional part thereof	\$46	\$46	each	0.00%	N	[b]
Item A							
4	Permit Fees						
	a) First Inspection:						
	i) First Hour	Sum of all categories (\$196 min.)	Sum of all categories (\$196 min.)	each	0.00%	N	
	ii) Second and subsequent whole hour	\$82	\$82	each	0.00%	N	
	iii) Each 1/2 hour, or fractional part thereof	\$41	\$41	each	0.00%	N	
	b) Re-Inspection (Each subsequent inspection)						
	i) First Hour	\$178	\$178	each	0.00%	N	
	ii) Second and subsequent whole hour	\$82	\$82	each	0.00%	N	
	iii) Each 1/2 hour, or fractional part thereof	\$41	\$41	each	0.00%	N	

City of Milpitas

BUILDING SAFETY AND HOUSING - MOBILEHOME PERMIT

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Table B: Construction Permit Fee							
5	Total Valuation						
	a) Up to \$2,000	\$45.00	\$45.00	each	0.00%	N	
	b) \$2,001 - \$25,000						
	i) Base fee for first \$2,000	\$45.00	\$45.00	each	0.00%	N	
	ii) Fee for each additional \$1,000 or fraction thereof, up to \$25,000	\$9.00	\$9.00	each	0.00%	N	
	c) \$25,001 - \$50,000						
	i) Base fee for first \$25,000	\$252.00	\$252.00	each	0.00%	N	
	ii) Fee for each additional \$1,000 or fraction thereof, up to \$50,000	\$6.50	\$6.50	each	0.00%	N	
	d) \$50,001 - \$100,000						
	i) Base fee for first \$50,000	\$414.50	\$414.50	each	0.00%	N	
	ii) Fee for each additional \$1,000 or fraction thereof, up to \$100,000	\$4.50	\$4.50	each	0.00%	N	
	e) \$100,001 - \$500,000						
	i) Base fee for first \$100,000	\$639.50	\$639.50	each	0.00%	N	
	ii) Fee for each additional \$1,000 or fraction thereof, up to \$500,000	\$3.50	\$3.50	each	0.00%	N	
	f) \$500,001 - \$1,000,000						
	i) Base fee for first \$500,000	\$2,039.50	\$2,039.50	each	0.00%	N	
	ii) Fee for each additional \$1,000 or fraction thereof, up to \$1,000,000	\$3.00	\$3.00	each	0.00%	N	
	g) \$1,000,001 and Greater						
	i) Base fee for first \$1,000,000	\$3,539.50	\$3,539.50	each	0.00%	N	
	ii) Fee for each additional \$1,000 or fraction thereof	\$2.00	\$2.00	each	0.00%	N	
Table C: Plumbing Permit Fee							
6	Each plumbing fixture, trap, set of fixtures on one trap, including water, drainage piping and backflow protection thereof	\$3.00	\$3.00	each	0.00%	N	
7	Each building sewer	\$14.00	\$14.00	each	0.00%	N	
8	Each private sewage disposal system	\$14.00	\$14.00	each	0.00%	N	
9	Each water heater and/or vent	\$7.00	\$7.00	each	0.00%	N	
9	Each gas piping system for one to five outlets	\$7.00	\$7.00	each	0.00%	N	
10	Each gas piping system for six or more outlets, per outlet	\$1.50	\$1.50	each	0.00%	N	
11	Each gas regulator	\$1.50	\$1.50	each	0.00%	N	
12	Each water branch service outlet or outlets at the same location, or each fixture supply	\$1.00	\$1.00	each	0.00%	N	
13	Each installation of water treating equipment	\$7.00	\$7.00	each	0.00%	N	
14	Alteration or repair of water piping or water treating equipment	\$7.00	\$7.00	each	0.00%	N	

City of Milpitas

BUILDING SAFETY AND HOUSING - MOBILEHOME PERMIT

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
15 Alteration or repair of drainage or vent piping	\$7.00	\$7.00	each	0.00%	N	
16 Each lawn sprinkler system on any one meter, including backflow protection devices	\$7.00	\$7.00	each	0.00%	N	
17 Vacuum breakers or backflow protective devices on tanks, vats, etc., or for installation on unprotected plumbing fixtures:						
a) One to five	\$7.00	\$7.00	each	0.00%	N	
b) Over five, each additional	\$3.00	\$3.00	each	0.00%	N	

Table D: Mechanical Permit Fee

18 The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu	\$14.00	\$14.00	each	0.00%	N	
19 The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu	\$21.00	\$21.00	each	0.00%	N	
20 The installation or relocation of each floor furnace, including vent	\$7.00	\$7.00	each	0.00%	N	
21 The installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$7.00	\$7.00	each	0.00%	N	
21 The installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.00	\$7.00	each	0.00%	N	
22 The repair of, alteration of, or addition to each heating appliance, refrigeration unit, comfort cooling unit, absorption unit, or each comfort heating, cooling, absorption, or evaporative cooling system, including installation of controls	\$14.00	\$14.00	each	0.00%	N	
23 The installation or relocation of each boiler or compressor to and including three horsepower or each absorption system to and including 100,000 Btu	\$14.00	\$14.00	each	0.00%	N	
24 The installation or relocation of each boiler or compressor over three horsepower or each absorption system over 100,000 Btu	\$21.00	\$21.00	each	0.00%	N	
25 Each air handling unit, including ducts attached thereto	\$7.00	\$7.00	each	0.00%	N	
26 For each evaporative cooler other than portable type	\$7.00	\$7.00	each	0.00%	N	
27 For each vent fan connected to a single duct	\$3.00	\$3.00	each	0.00%	N	
28 For each vent ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$7.00	\$7.00	each	0.00%	N	
29 Each installation of equipment regulated by this chapter for which no other fee is listed	\$7.00	\$7.00	each	0.00%	N	

City of Milpitas

BUILDING SAFETY AND HOUSING - MOBILEHOME PERMIT

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Table E: Electrical Permit Fee							
30	Each wiring outlet where current is used or controlled, except services, sub-feeders and meter outlets	\$0.35	\$0.35	each	0.00%	N	
31	Each fixture, socket or other lamp holding device	\$0.35	\$0.35	each	0.00%	N	
32	Each motor of not more than 50 h.p.	\$4.25	\$4.25	each	0.00%	N	
33	Each motor of more than 50 h.p.	\$10.50	\$10.50	each	0.00%	N	
33	Each mercury arc lamp and equipment	\$1.00	\$1.00	each	0.00%	N	
34	Each range, water heater or clothes dryer installation	\$7.00	\$7.00	each	0.00%	N	
35	Each space heater or infrared heat installation	\$1.50	\$1.50	each	0.00%	N	
36	Each stationary cooking unit, oven, or space heater	\$1.50	\$1.50	each	0.00%	N	
37	Each garbage disposer, dishwasher, or fixed motor-operated appliance not exceeding ½ h.p.	\$1.50	\$1.50	each	0.00%	N	
38	Working light in buildings in course of construction or undergoing repairs, or where temporary lighting is to be used	\$3.00	\$3.00	each	0.00%	N	
39	Each incandescent electric sign	\$1.50	\$1.50	each	0.00%	N	
40	Electric signs or outline lighting, luminous gas type with: 1 to 4 transformers	\$3.00	\$3.00	each	0.00%	N	
41	Additional transformers, each	\$0.35	\$0.35	each	0.00%	N	
42	Each rectifier and synchronous converter, per kw.	\$0.35	\$0.35	each	0.00%	N	
43	Each additional circuit for a mobile home accessory building or structure or other electrical equipment	\$1.50	\$1.50	each	0.00%	N	
44	Each service:						
	a) 600 volts or less, not over 200-amperes	\$7.00	\$7.00	each	0.00%	N	
	b) 600 volts or less, over 200-amperes	\$10.00	\$10.00	each	0.00%	N	
	c) Over 600 volts	\$14.00	\$14.00	each	0.00%	N	
45	Each installation of equipment regulated by this chapter for which no other fee is listed	\$7.00	\$7.00	each	0.00%	N	

[a] Accessory buildings and structures, and building components includes but not limited to: awning; deck larger than 12 SF, cabana, ramada, private garage, fence over 6 ft. in height, windbreak over 6 ft. in height.

[b] Only one plan review fee will be charged for identical structures submitted in the same permit application.

City of Milpitas

BUILDING SAFETY AND HOUSING - NEIGHBORHOOD BEAUTIFICATION

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Percent Change	Yearly Incr	Note
1	1st Violation to Neighborhood Beautification Ordinance	\$100	\$100	0.00%	N	
2	2nd Violation to Neighborhood Beautification Ordinance	\$200	\$200	0.00%	N	
3	3rd or More Violations to Neighborhood Beautification Ordinance	\$500	\$500	0.00%	N	
4	Delinquency Penalty on Neighborhood Beautification Ordinance	\$25	\$25	0.00%	N	
5	Graffiti Abatement	Actual Cost	Actual Cost		N	
6	Public Nuisance Abatement	As defined in Municipal Code Sections	As defined in Municipal Code Sections		N	

City of Milpitas

ANIMAL REGULATION

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
1	Animal Bites Penalty	\$200	\$200		0.00%	N	
2	Animal Impoundment Hearing	\$50	\$50		0.00%	N	
3	Animal Nuisance (e.g. barking)	\$100	\$100		0.00%	N	
4	Animals in Excess of Maximum Allowed Penalty	\$50	\$50		0.00%	N	
5	Failure to Apply for Annual Animal Facility Permit	\$20	\$20		0.00%	N	
6	Inadequate Control or Confinement of Potentially Dangerous Animal Penalty	\$100	\$100		0.00%	N	
7	Late Payments for Animal Fees	10%	10%	7 days	0.00%	N	
8	Unlicensed dog or cat penalty	\$50	\$50		0.00%	N	
9	Violation of Leash Law	\$25	\$25		0.00%	N	
10	Dog License						
	a) Altered	\$25	\$25		0.00%	N	
	b) Late Fee	\$20	\$20		0.00%	N	
	c) Unaltered	\$65	\$65		0.00%	N	
11	Cat License						
	a) Altered	\$15	\$15		0.00%	N	
	b) Late Fee	\$20	\$20		0.00%	N	
	c) Unaltered	\$35	\$35		0.00%	N	
12	Dog Seller Fee						
	a) 1st Permit within Calendar Year	\$83	\$86		3.67%	Y	
	b) 2nd Permit within Calendar Year	\$166	\$172		3.67%	Y	
13	Cat Seller Fee						
	a) 1st Permit within Calendar Year	\$55	\$57		3.67%	Y	
	b) 2nd Permit within Calendar Year	\$111	\$115		3.67%	Y	
14	Animal Disposal Fee	Actual Cost	Actual Cost			N	
15	Quarantining Animal Fee	Actual Cost	Actual Cost			N	
16	Redemption of Impounded Animal Fee	Actual Cost	Actual Cost			N	
17	Annual Animal Adoption Permit Fee	\$55	\$57		3.67%	Y	
18	Annual Animal Facility Permit Application Fee	\$55	\$57		3.67%	Y	
19	Dangerous Animal Annual Permit Fee	\$166	\$172		3.67%	Y	
20	Permit for Exception to Number or Type of Animals Allowed, Application Fee	\$22	\$23		3.67%	Y	
21	Other Requested/Required Services - See City of San Jose (The City of Milpitas contracts with the City of San Jose for various Animal Regulation services)	See City of San Jose fee schedule	See City of San Jose fee schedule			N	

City of Milpitas

PLANNING

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Percent Change	Yearly Incr	Note
Special Events:						
1	Application Fee Type					
	a) Minor Events	\$258	\$268	3.67%	Y	[a]
	b) Regular Events	\$1,007	\$1,044	3.67%	Y	[a]
	c) Major Events	\$6,289	\$6,520	3.67%	Y	[a]
2	Conceptual Review - Planning Staff Only - per meeting	\$386	\$400	3.67%	Y	
Pre-Application Review:						
3	Single Family Districts	\$3,011	\$3,121	3.67%	Y	
4	All Others Multi-Family / Non-Residential	\$9,594	\$9,946	3.67%	Y	
Tentative Maps:						
5	Parcel Map	\$14,255	\$14,778	3.67%	Y	
6	Tract Map	\$20,673	\$21,431	3.67%	Y	
Minor Site Development:						
7	Over the Counter Review	\$258	\$267	3.67%	Y	
8	Staff Review Fee Zoning Administrator					
	a) Staff Review - Zoning Administrator	\$3,384	\$3,508	3.67%	Y	
	b) Staff Review Hill Side - Zoning Administrator	\$4,705	\$4,877	3.67%	Y	
9	Requiring PC / CC Approval Planning Commission / City Council	\$9,882	\$10,244	3.67%	Y	
Site Development:						
10	New Development Requiring PC / CC Approval	\$18,927	\$19,621	3.67%	Y	
11	Zoning Administrator	\$14,636	\$15,173	3.67%	Y	
12	SB35 Housing Project	\$11,041	\$11,446	3.67%	Y	
Minor Conditional Use Permit:						
13	Staff Review - Zoning Administrator	\$1,431	\$1,484	3.67%	Y	
14	Requiring PC / CC Approval Planning Commission / City Council	\$3,232	\$3,351	3.67%	Y	
15	Telecommunications	\$1,008	\$1,045	3.67%	Y	
Conditional Use Permit:						
16	Single Family Districts	\$695	\$721	3.67%	Y	
17	Temporary Use Permit	\$897	\$930	3.67%	Y	
18	All Other CUPs Multi-Family / Non-Residential	\$16,078	\$16,667	3.67%	Y	

City of Milpitas

PLANNING

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Percent Change	Yearly Incr	Note
Signs:						
19	Temporary (Including Banners)	\$121	\$126	3.67%	Y	
20	Permanent (Including Wall Signs)	\$352	\$364	3.67%	Y	
21	Freestanding signs over 6ft in height	\$595	\$616	3.67%	Y	
Variance:						
22	Single Family Districts	\$1,058	\$1,097	3.67%	Y	
23	Signs	\$1,039	\$1,077	3.67%	Y	
24	Multi-Family / Non-Residential	\$3,258	\$3,377	3.67%	Y	
Special-Use Permit:						
25	Staff Review	\$1,008		z	Y	
26	Requiring PC / CC Approval	\$2,581		3.50%	Y	
Short-Term Rental Permit						
25	Short-Term Rental Permit - Initial	\$520	\$539	3.67%	Y	
26	Short-Term Rental Permit - Renewal	\$520	\$539	3.67%	Y	
Deposit-Based Fees:						
27	Amendments, General Plan, Zoning, or Specific Plan (Map or Text)	\$20,000	\$20,000	0.00%	N	
28	Development Agreements	\$20,000	\$20,000	0.00%	N	
29	Environmental Review/CEQA clearance	\$35,000	\$35,000	0.00%	N	
30	Planned Unit Development	\$20,000	\$20,000	0.00%	N	
31	Billboards	\$2,500	\$2,500	0.00%	N	
32	Initial Deposit to Offset Costs of Legal Review, Peer Review, Other Agency Review, etc.	\$5,000	\$5,000	0.00%	N	[b]
Miscellaneous: Fees:-						
33	Amendments/Modifications to an Existing Permit					
	a) Permit Adjustment	25% of permit fee	25% of permit fee		N	
	b) Permit Amendment	50% of permit fee	50% of permit fee	0.00%	N	
34	Appeal To Planning Commission/City Council	\$2,060	\$2,135	3.67%	Y	
35	Time Extensions	\$850	\$881	3.67%	Y	
36	Public Noticing Fee	\$615	\$615	0.00%	Y	
37	Copies - per page	\$0.10	\$0.10	0.00%	N	
38	Planning Research - per hour	\$257	\$267	3.67%	Y	
39	Zoning Conformance Letter	\$243	\$252	3.67%	Y	
40	Home Occupation Permit / Business License Review	\$61	\$63	3.67%	Y	
41	Tree Removal	\$247	\$256	3.67%	Y	

City of Milpitas

PLANNING

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Percent Change	Yearly Incr	Note
42	Building Plan Check Support	\$258	\$267	3.67%	Y	
43	Building Inspection Support	\$258	\$267	3.67%	Y	
44	Certificate of Occupancy Review	\$129	\$134	3.67%	Y	
45	Permit Compliance Review	\$514	\$533	3.67%	Y	
46	Letter of Determination / Interpretation	\$1,029	\$1,066	3.67%	Y	
47	Pass Through for Legal Fees	Pass - Through	Pass - Through		N	
48	Vendor Payment Processing Fees	Pass - Through	Pass - Through		N	[c]
49	Technology Fee - % of Permit	3.80%	3.80%	0.00%	N	

[a] Minor events are for permits issued over-the-counter for small private events. Regular events permits are typically issued for events less than four consecutive days, including block parties, or that require review by multiple departments. Major event permits are typically issued for events that exceed four consecutive days and/or anticipate crowds exceeding 1,000 people.

[b] This deposit will be collected in addition to any other deposits or fixed fees. Any unused deposit amounts will be returned to applicant.

[c] For payments made using vendor portal services, applicant shall be responsible for processing fees charged by vendor, as applicable.

* Applicants for full cost (deposit-based) submittals shall pay for all City staff and contract service provider time and materials required to process the application. Hourly rates for City staff time vary by position, as outlined in the City's full cost allocation plan.

City of Milpitas

ENGINEERING

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Percent Change	Yearly Incr	Note
1	Minor Encroachment Permit	\$1,186	\$1,230	3.67%	Y	
2	Lot Line / Merger Adjustment	\$3,500	\$3,629	3.67%	Y	[a]
3	Street / Alley Easement Vacation	\$2,542	\$2,636	3.67%	Y	
Bldg Permit Reviews:						
4	Single Family New Building / Addition	\$651	\$675	3.67%	Y	
5	Commercial / Industrial New Building	\$2,170	\$2,250	3.67%	Y	
6	Commercial / Industrial Tenant Improvement	\$217	\$225	3.67%	Y	
7	Commercial / Industrial Site Improvement (including Grading)	\$1,953	\$2,025	3.67%	Y	
8	All Other Permit Application Reviews (per hour)	\$217	\$225	3.67%	Y	
Engineering Plan Review: (Construction Cost Estimate)						
9	Up to \$50,000	\$5,542	\$5,746	3.67%	Y	
10	\$50,001-\$200,000	\$11,085	\$11,491	3.67%	Y	
11	\$200,001-\$500,000	\$16,627	\$17,237	3.67%	Y	
12	Over \$500,001	\$22,169	\$22,982	3.67%	Y	
Engineering Inspection: (Construction Cost Estimate)						
13	Up to \$50,000	\$5,542	\$5,746	3.67%	Y	
14	Greater than \$50,000 - % of Construction Cost Estimate	10%	10%	0.00%	N	
15	Technology Fee - % of Permit	3.80%	3.80%	0.00%	N	

[a] Fee includes Planning and Engineering review.

City of Milpitas

PUBLIC WORKS

Activity Description		FY 23/24 Fee / Rate	FY 24/25 Fee / Rate	Percent Change	Yearly Incr	Note
Utilities						
1	Service Request and Basic Inspection	\$136	\$141	3.67%	Y	
2	Discontinuance of Service	\$136	\$141	3.67%	Y	
3	Meter Removal / Installation					
	a) Less than 2"	\$110	\$114	3.67%	Y	
	b) Greater than or Equal to 2"	\$324	\$336	3.67%	Y	
4	Water Meter Testing					
	a) Residential Deposit	\$110	\$110	0.00%	N	[a]
	b) Commercial Deposit	\$300	\$300	0.00%	N	[a]
5	Hydrant Flow Test					
	a) Two or Fewer Hydrants	\$677	\$702	3.67%	Y	
	b) Three Hydrants	\$702	\$728	3.67%	Y	
	c) Four Hydrants	\$731	\$758	3.67%	Y	
6	Sewer Lateral Inspection					
	a) Visual Inspection	\$110	\$114	3.67%	Y	
	b) Video Inspection - Residential	\$477	\$495	3.67%	Y	
	c) Video Inspection - Commercial	\$714	\$740	3.67%	Y	
7	Backflow Testing Fee	Actual Cost; per hour	Actual Cost; per hour			
8	Late Payment Penalty Fee (% of amount due)	5%	5%	0.00%	N	
9	Final Notice Penalty	5%	5%	0.00%	N	
10	Discontinuance of Service Warning Notice	\$10	\$10	0.00%	N	
11	Restoration Fee - During Normal Operating Hours					
	a) Low Income	\$54	\$56	3.67%	CPI	[b]
	b) All Others	\$131	\$136	3.67%	Y	
12	Restoration Fee - During Non-Operational Hours					
	a) Low Income	\$163	\$169	3.67%	CPI	[b]
	b) All Others	\$344	\$357	3.67%	Y	

Notes

[a] If meter is not accurate, deposit is refunded. If meter has been tampered with, the resident or business is charged for the repair.

[b] For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will limit any service restoration charges during normal operating hours to fifty dollars (\$50), and during nonoperational hours to one hundred fifty dollars (\$150) for 2020. The limits will only apply if the City's service restoration charges actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

* The City's utility rate schedule is adopted separately. Beginning in Fiscal Year 2023/24 the City will consolidate the listing of utility rates into a separate schedule.

City of Milpitas

PUBLIC WORKS

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Percent Change	Yearly Incr	Note
Public Sewers						
1	Delinquent Fees	varies	varies		N	[a]
2	Civil Penalties	varies	varies		N	[b]
3	Unmetered Wastes	varies	varies		N	[c]
4	Authority to Disconnect	varies	varies		N	[d]
5	Payment for Sewage Services	varies	varies		N	[e]
6	Inspection Fees	varies	varies		N	[f]
7	House Lateral Fee	varies	varies		N	[g]
8	Disbursements of Short Side Charges	varies	varies		N	[h]
FOG and Stormwater Industrial/Commercial Violation						
9	First Citation	\$500	\$500	0.00%	N	[i]
10	Second Citation	\$625	\$625	0.00%	N	[i]
11	Third Citation	\$750	\$750	0.00%	N	[i]
Water Service Charges						
12	Construction Water	\$2,000	\$2,000	0.00%	N	
13	Deposits for service	\$150	\$150	0.00%	N	

Notes

- [a] See City of Milpitas Municipal Code Section VIII-2-5.33. Permit applications are due ninety (90) days prior to commencing discharge to the sanitary system or expiration of existing discharge permit. Any person who fails to file an application for a discharge permit prior to discharge shall be assessed a penalty for delinquent filing as follows: (1) Up to and including thirty (30) days delinquency, the penalty shall be fifty percent (50%) of the permit fee. More than thirty (30) days but less than one year delinquency, the penalty shall be one hundred percent (100%) of the permit fee. (3) More than one(1) year delinquency, the penalty shall be one thousand percent (1,000%) of the permit fee. (b) Such penalties shall be in addition to any other penalties or fines that may be levied, and in addition to any other remedies that the City may have with respect to the discharge.
- [b] See City of Milpitas Municipal Code Section VIII-2-5.50. Any person who intentionally, accidentally, or negligently violates any provisions of this Chapter, any provision of any permit issued pursuant to this Chapter, or who intentionally, accidentally, or negligently discharges waste or wastewater which causes pollution, or violates any effluent limitation, national standard of performance, or national pretreatment or toxicity standard, shall be civilly liable to the City in a sum up to ten thousand dollars (\$10,000) for the first day in which such violation occurs, up to twenty-five thousand dollars (\$25,000) for the second day in which such violation occurs, and fifty thousand dollars (\$50,000) for each additional day.
- [c] See City of Milpitas Municipal Code Section VIII-2-6.02. Where rates are herein specified to be in accordance with the use of water, all such premises shall be separately metered. Where such metering is not provided, or for newly constructed units, the City shall make a reasonable estimate of the volume of water consumed to be used as a basis for sewer service charges.

City of Milpitas

PUBLIC WORKS

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Percent Change	Yearly Incr	Note
[d] See City of Milpitas Municipal Code Section VIII-2-6.03. In the event of a failure to pay the charges as provided for sewage service, the City is authorized to disconnect sewer or water service, or both.					
[e] See City of Milpitas Municipal Code Section VIII-2-6.04. All accounts are due and payable within fifteen (15) days of the date of the bill. Accounts shall become delinquent and a late fee equal to five percent (5%) of the amount due shall be imposed if a payment has not been received by 5:00 p.m. on the due date.					
[f] See City of Milpitas Municipal Code Section VIII-2-7.01. Each connector shall pay a fee to City for issuing of each permit, for the inspection of each house lateral, house sewer or side sewer, the sum of five dollars (\$5). Where connector has on file with the City cash deposit for inspection of work, no inspection fee shall be required. In such case, all cost and expenses incurred by City in inspection of the connection shall be made from said deposit.					
[g] See City of Milpitas Municipal Code Section VIII-2-7.02. Before the issuance of a permit for the installation of a house lateral, connector shall pay City a fee which shall include the following: (A) An engineering charge to defray the cost of processing the permit application, which shall be an amount equal to forty cents (\$0.40) times one-half the width of the street expressed in feet in which the house lateral is being constructed. (B) A short side charge shall be collected in all cases where the main or trunk to which connection is being made is located between the center line of the street and the property to be served. Said short side charge shall be an amount equal to four dollars and fifty cents (\$4.50) times the distance in feet between the center line of the street and the main or trunk sewer to which the connection is being made. The purpose of this charge is to equalize connection cost for property on both sides of the street.					
[h] See City of Milpitas Municipal Code Section VIII-2-7.03. The City Council may disburse to connectors whose house laterals connect to a main or trunk sewer at a point beyond the center line of the street an amount equal to \$4.50 times the distance in feet between the center of the street and the main or trunk sewer to which said connection was made.					
[i] See City of Milpitas Municipal Code Section XI-16-14. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or certificate issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed \$25,000.00 per day for each day in which such violation occurs.					

City of Milpitas

FIRE

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
FIRE INVESTIGATION/ENFORCEMENT/RESPONSE						
1 Emergency Response – Haz Mat Calls, Minimum 1-hr	HR(s) * hourly rate	HR(s) * hourly rate			N	
2 Response to DUI	HR(s) * hourly rate	HR(s) * hourly rate			N	
3 Non-Milpitas Response	HR(s) * hourly rate	HR(s) * hourly rate			N	
4 Response/Investigation Fee	HR(s) * hourly rate	HR(s) * hourly rate			N	
5 Referral Inspection (Life/Safety) 2 hrs minimum charge	HR(s) * hourly rate	HR(s) * hourly rate			N	
6 Referral Inspection (Haz Mat) 2 hrs minimum charge	HR(s) * hourly rate	HR(s) * hourly rate			N	
7 Fire Code Chapter 50 (Haz Mat) - Release Cleanup 2hrs minimum charge	HR(s) * hourly rate	HR(s) * hourly rate			N	
8 Enforcement Cost Recovery	HR(s) * hourly rate	HR(s) * hourly rate			N	
FALSE ALARM						
9 False Alarm						
a) First two in 12 month time-frame	no charge	no charge			N	
b) 3rd occurrence	\$300	\$300		0.00%	N	
c) 4th occurrence	\$600	\$600		0.00%	N	
d) 5th or more	\$900	\$900		0.00%	N	
MISCELLANEOUS						
10 Data input (HMBP/HMIS), Minimum of 2 hours	HR(s) * hourly rate	HR(s) * hourly rate			N	
11 Late fee – over 60 days	Collection Cost	Collection Cost			N	
12 Failure to obtain a permit	Double permit fee	Double permit fee			N	
13 Weed Abatement. Fee = (hrs * \$/HR), minimum 1-hr	HR(s) * hourly rate	HR(s) * hourly rate			N	
14 Fire Watch, Fee = (hrs * hourly rate). Std. or OT rate	HR(s) * hourly rate	HR(s) * hourly rate			N	[a]
15 Pre-inspection (residential care facilities)	Per Code	Per Code			N	
16 Confined Space permits	HR(s) * hourly rate	HR(s) * hourly rate			N	
17 Electronic Archive, per permit	\$25	\$25		0.00%	N	
18 Use of Trailer	\$60	\$60	per hour	0.00%	N	
19 Administrative Fee	\$70	\$70	per hour	0.00%	N	
20 Instructor	Actual Cost	Actual Cost			N	
21 Fire Reports	\$13	\$13		0.00%	N	
22 Other Services Not Listed	HR(s) * hourly rate	HR(s) * hourly rate			N	

City of Milpitas

FIRE

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
FIRE PREVENTION						
ANNUAL OPERATIONAL PERMITS						
23 A-1 Occupancy (theaters and other small viewing halls)	\$1,264	\$1,310		3.67%	Y	
24 A-2 Occupancy (Food & Drink Establishment)	\$956	\$991		3.67%	Y	
25 A-3 Occupancy (Worship, recreation, or amusement)	\$956	\$991		3.67%	Y	
26 A-4 & A-5 Occupancy (indoors or outdoors sport event structures)	\$2,190	\$2,270		3.67%	Y	
27 High Piled Storage	\$1,264	\$1,310		3.67%	Y	
28 Malls						
a) Small (0 to 50,000 s.f.)	\$941	\$975		3.67%	Y	
b) Medium (50,001 to 100,000 s.f.)	\$1,573	\$1,630		3.67%	Y	
c) Large (over 100,000 s.f.)	\$2,190	\$2,270		3.67%	Y	
29 Combustible Dust Producing Facility	\$632	\$655		3.67%	Y	
30 Motels	\$956	\$991		3.67%	Y	
31 Hotels & Multi-Story Structures						
a) <5 stories	\$1,881	\$1,950		3.67%	Y	
b) 5+ stories - per floor	\$316	\$328		3.67%	Y	
32 Commercial Daycare						
a) Small (<100 children or elderly)	\$617	\$640		3.67%	Y	
b) Large (100+ children or elderly)	\$1,234	\$1,279		3.67%	Y	
33 Residential Daycare						
a) Small Family Daycare (8 or fewer children)	\$0	\$0			N	
b) Large Family Daycare (9-14 children)	\$0	\$0			N	
c) Elderly Care (6 or fewer people)	\$0	\$0			N	
34 Small Apartments (3-4 units)	\$310	\$321		3.67%	Y	
35 Medium Apartments (5-15 units)	\$1,234	\$1,279		3.67%	Y	
36 Large Apartments (more than 15 units)	\$1,851	\$1,919		3.67%	Y	
37 Small Chemical User (Example: doctor/dentist, dry cleaner, photo shop, graphic design, print shop, automobile engine repair, propane, CO2 beverage dispensing system, battery systems, emergency generators, pools, etc.)	\$647	\$671		3.67%	Y	
38 Medium Chemical User (Example: automobile body shop, research and design, analytical labs, pool supplies, big-box retail stores)	\$1,602	\$1,661		3.67%	Y	
39 Large Chemical User (Semiconductor or similar facilities)	\$2,528	\$2,621		3.67%	Y	
40 Plating Shops	\$1,911	\$1,981		3.67%	Y	

City of Milpitas

FIRE

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
41	Toxic Gas						
	a) Small Toxic Gas - Annual Monitoring Certification	\$1,234	\$1,279		3.67%	Y	
	b) Large Toxic Gas - Annual Monitoring Certification	\$2,468	\$2,559		3.67%	Y	
42	Mobile Fueling						
	a) Vendor	\$1,602	\$1,661		3.67%	Y	
	b) Site	\$1,602	\$1,661		3.67%	Y	
43	Underground Tanks	\$972	\$1,007		3.67%	Y	
44	Urban Runoff Inspections						
	a) Industrial	\$647	\$671		3.67%	Y	
	b) Restaurants (once every 2 years)	\$647	\$671		3.67%	Y	
45	Other Miscellaneous Annual Inspections Fee - per hour	HR(s) * hourly rate	HR(s) * hourly rate			N	
CONSTRUCTION REVIEW / PERMIT / INSPECTION							
Building Life / Safety:							
Demolition Fees:							
46	Interior or Partial Building or Misc. Demolition	\$618	\$641		3.67%	Y	
47	Complete Building with or without Site Demolition	\$928	\$962		3.67%	Y	
48	Grading Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits.						
	a) Less than 1 acre	\$618	\$641		3.67%	Y	
	b) 1-5 acres	\$928	\$962		3.67%	Y	
	c) Greater than 5 acres	\$1,237	\$1,282		3.67%	Y	
49	Site Improvement Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits.						
	a) Less than 1 acre	\$928	\$962		3.67%	Y	
	b) 1-5 acres	\$1,855	\$1,923		3.67%	Y	
	c) Greater than 5 acres	\$310	\$321	per acre	3.67%	Y	
50	New Building – Shell:						
	a) Less than 5,000 sq. ft.	\$928	\$962		3.67%	Y	
	b) 5,000-25,000 sq. ft.	\$1,855	\$1,923		3.67%	Y	
	c) 25,000-50,000 sq. ft.	\$2,783	\$2,885		3.67%	Y	
	d) 50,000+ sq. ft. – per sq. ft.	\$0.07	\$0.07	per sq ft	3.67%	Y	

City of Milpitas

FIRE

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
51	New Building – New Construction:						
	a) Less than 5,000 sq. ft.	\$928	\$962		3.67%	Y	
	b) 5,000-25,000 sq. ft.	\$2,473	\$2,564		3.67%	Y	
	c) 25,000-50,000 sq. ft.	\$4,638	\$4,808		3.67%	Y	
	d) 50,000+ sq. ft. – per sq. ft.	\$0.10	\$0.10	per sq ft	3.67%	Y	
52	Additions, Alterations, and Tenant Improvements:						
	a) Less than 5,000 sq. ft.	\$589	\$611		3.67%	Y	
	b) 5,000-25,000 sq. ft.	\$2,328	\$2,414		3.67%	Y	
	c) 25,000-50,000 sq. ft.	\$4,348	\$4,507		3.67%	Y	
	d) 50,000+ sq. ft. – per sq. ft.	\$0.10	\$0.10	per sq ft	3.67%	Y	
53	Missed Plan Check by Appointment	\$310	\$321		3.67%	Y	
54	Revision to Project Fee - per hour (min 1 hr)	HR(s) * hourly rate	HR(s) * hourly rate			N	
55	Tents, Canopies, or Membrane Structures:						
	a) 4 or less	\$927	\$961		3.67%	Y	
	b) 5+	\$1,236	\$1,281		3.67%	Y	
56	Temporary Assembly (Indoors or outdoors), with or w/out tent						
	a) Occupancy 50-299	\$927	\$961		3.67%	Y	
	b) Occupancy 300-999	\$1,545	\$1,601		3.67%	Y	
	c) Occupancy 1000+	\$2,472	\$2,563		3.67%	Y	
	Fire Extinguishing Systems: These are typically deferred submittals and reviewed and inspected after building plan submittals.						
57	Fire Service Underground:						
	a) New or Replace - each	\$1,545	\$1,601		3.67%	Y	
	b) Repairs	\$618	\$641		3.67%	Y	
58	Fire Sprinkler Systems:						
	a) Less than 2,000 sq. ft	\$898	\$930		3.67%	Y	
	b) 2,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 2,000 sq. ft.) * per sq. ft. fee]	\$0.23	\$0.24		3.67%	Y	
59	Hood & Duct Systems – Each	\$1,236	\$1,281		3.67%	Y	
60	FM 2000 (under floor systems, etc.) each	\$1,236	\$1,281		3.67%	Y	
61	Other (deluge, foam, preaction, etc.) each	\$1,236	\$1,281		3.67%	Y	

City of Milpitas

FIRE

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Fire Alarm Systems:							
62	Additions, Alterations, or Repairs: If more than 10 devices then the New Fire Alarm fee applies.						
	a) 1-5 Devices	\$618	\$641		3.67%	Y	
	b) 6-10 Devices	\$1,236	\$1,281		3.67%	Y	
63	New Fire Alarm:						
	a) Less than 5,000 sq. ft.	\$1,236	\$1,281		3.67%	Y	
	b) 5,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 5,000 sq. ft.) * per sq. ft. fee]	\$0.21	\$0.21		3.67%	Y	
64	Hazardous Materials - Building Construction:						
	a) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or	\$626	\$649		3.67%	Y	
	b) Facility TI with process piping or tanks < 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is	\$1,240	\$1,285		3.67%	Y	
	c) Facility TI with process piping or tanks > 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is	\$0.31	\$0.33	per sq ft	3.67%	Y	
65	Tools with Hazardous Materials (Example: emergency generator, lift stations, aboveground tanks, treatment systems, battery module per 50KWh, propane system, large tank installations).						
	a) Up to Two Tools	\$1,240	\$1,285	up to 2 tools	3.67%	Y	
	b) Each Additional Tool	\$465	\$482	per tool	3.67%	Y	
66	Closure - process / tools	\$943	\$977	each	3.67%	Y	
67	Closure - Facility						
	a) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or	\$626	\$649		3.67%	Y	
	b) Facility TI with process piping or tanks < 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Tools included.	\$1,240	\$1,285		3.67%	Y	
	c) Facility TI with process piping or tanks > 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Tools included.	\$0.31	\$0.33	per sq ft	3.67%	Y	
68	Underground Tank Installation:						
	a) 4 Tank System or less	\$5,642	\$5,849		3.67%	Y	
	b) Each additional tank	\$633	\$656		3.67%	Y	
69	Underground Tank Removal:						
	a) 2 Tank System or Less	\$2,519	\$2,611		3.67%	Y	
	b) Each additional tank	\$317	\$328		3.67%	Y	

City of Milpitas

FIRE

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
70	CERS & APSA - Fee no longer applicable						
	a) CERS - Fee no longer applicable	\$0	\$0			N	
	b) APSA - Fee no longer applicable	\$0	\$0			N	
	MISCELLANEOUS FEES:						
71	After Hours or Fast-Track Plan Check, Inspection - 3 hrs min at OT Rate	\$1,089	\$1,129		3.67%	Y	[a]
72	Alternate Materials & Methods Review	\$1,122	\$1,163		3.67%	Y	
73	New Occupancy (new business)						
	a) No Hazardous Materials	\$310	\$321		3.67%	Y	
	b) With Hazardous Materials	\$617	\$640		3.67%	Y	
74	Smoke Detectors Verifications (new owner)	\$310	\$321		3.67%	Y	
75	Title 19 5-year automatic fire sprinkler certification						
	a) Commercial, Industrial, Mixed Use, Hotel/Motel, Apartments, Condominiums,						
	i. Building less than or equal to 50,000 sq. ft.	\$619	\$642		3.67%	Y	
	ii. Building over 50,000 sq. ft.						
	a) First 50,000 sq. ft.	\$619	\$642		3.67%	Y	
	b) Each additional 50,000 sq. ft. or fraction thereof	\$310	\$321		3.67%	Y	
	b) Townhome Buildings						
	i. Building less than or equal to 25,000 sq. ft.	\$310	\$321		3.67%	Y	
	ii. Building over 25,000 sq. ft.						
	a) First 25,000 sq. ft.	\$310	\$321		3.67%	Y	
	b) Each additional 25,000 sq. ft. or fraction thereof	\$310	\$321		3.67%	Y	
76	Failure to cancel a scheduled inspection 24 hrs. prior	\$310	\$321		3.67%	Y	
77	Temporary Certificate of Occupancy	\$154	\$160		3.67%	Y	
78	Standard Hourly Rate - per hour	\$310	\$321		3.67%	Y	
79	Overtime Hourly Fee - per hour	\$363	\$377		3.67%	Y	
80	Other activities not listed - per hour	\$310	\$321		3.67%	Y	
81	Additional Plan Review Time - Std. or OT per hr.	HR(s) * hourly rate	HR(s) * hourly rate			N	
82	Additional Inspection Time - Std. or OT per hr.	HR(s) * hourly rate	HR(s) * hourly rate			N	
83	Fire Department Technology Fee - % of permit	3.80%	3.80%		0.00%	N	
84	Emergency Response Mapping - new projects - per hour	\$281	\$291		3.67%	Y	

[a] Minimum 3 hours.

City of Milpitas

AMBULANCE

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
SERVICE FEES							
1	ALS-1 (Advanced Life Support)	\$2,055.53	\$2,055.53		0.00%	N	
2	ALS-2 (Advanced Life Support)	\$2,055.53	\$2,055.53		0.00%	N	
3	BLS	\$1,644.43	\$1,644.43		0.00%	N	
4	Mileage	\$69.79	\$69.79		0.00%	N	
5	Hourly Ambulance Standby	\$260.13	\$260.13		0.00%	N	
6	Hourly Paramedic – Individual	\$130.06	\$130.06		0.00%	N	
7	Hourly EMT – Individual	\$86.71	\$86.71		0.00%	N	
EQUIPMENT/SUPPLIES							
8	Airway/Nasal	\$39.97	\$39.97		0.00%	N	
9	Airway/Oral	\$21.80	\$21.80		0.00%	N	
10	Bag Valve Mask	\$132.62	\$132.62		0.00%	N	
11	Bandage, Elastic	\$10.72	\$10.72		0.00%	N	
12	Bandages Triangular	\$18.17	\$18.17		0.00%	N	
13	Bed Pan	\$18.17	\$18.17		0.00%	N	
14	Blanket, Disposable	\$43.60	\$43.60		0.00%	N	
15	Blood Glucose Test	\$36.34	\$36.34		0.00%	N	
16	Burn Sheet	\$67.22	\$67.22		0.00%	N	
17	Cervical Collar	\$130.81	\$130.81		0.00%	N	
18	Cold/Hot Pack	\$27.25	\$27.25		0.00%	N	
19	Capp Procedure	\$563.19	\$563.19		0.00%	N	
20	Defib Pads	\$79.94	\$79.94		0.00%	N	
21	Dressing - Major	\$18.17	\$18.17		0.00%	N	
22	Dressing - Minor	\$18.17	\$18.17		0.00%	N	
23	Keg Electrodes	\$34.52	\$34.52		0.00%	N	
24	Keg Monitor 12 Lead	\$172.59	\$172.59		0.00%	N	
25	Emesis Basin/Bag	\$14.16	\$14.16		0.00%	N	
26	Endotracheal Tube Introducer/Gum Elastic Bougie	\$121.36	\$121.36		0.00%	N	
27	Headbed Immobilizer	\$30.88	\$30.88		0.00%	N	
28	Heap Mask	\$45.42	\$45.42		0.00%	N	
29	Hood, Spit Sock	\$29.91	\$29.91		0.00%	N	
30	Intravenous Saline Lock	\$95.65	\$95.65		0.00%	N	
31	Intravenous Infusion Set	\$161.69	\$161.69		0.00%	N	

City of Milpitas

AMBULANCE

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
32 Intravenous Start Kit	\$72.69	\$72.69		0.00%	N	
33 Intubation Supplies	\$81.75	\$81.75		0.00%	N	
34 IO Supplies	\$541.39	\$541.39		0.00%	N	
35 King Vision Video Laryngoscope Channel Blade	\$30.05	\$30.05		0.00%	N	
36 Lam Supreme - Supraglottic Airway	\$36.06	\$36.06		0.00%	N	
37 Meconium Aspirator	\$16.15	\$16.15		0.00%	N	
38 Nebulizer	\$85.39	\$85.39		0.00%	N	
39 Non-Rebreather Mask	\$19.98	\$19.98		0.00%	N	
40 O2 Cannula With End-Tidal	\$61.72	\$61.72		0.00%	N	
41 O2 Mask/Cannula	\$41.79	\$41.79		0.00%	N	
42 OB Pack	\$145.34	\$145.34		0.00%	N	
43 Patient Mover	\$58.31	\$58.31		0.00%	N	
44 Pleural Decompression	\$123.62	\$123.62		0.00%	N	
45 Pulse Oximetry	\$76.30	\$76.30		0.00%	N	
46 Razor, Disposable	\$1.51	\$1.51		0.00%	N	
47 Splint Arm	\$27.25	\$27.25		0.00%	N	
48 Splint Leg	\$27.25	\$27.25		0.00%	N	
49 Splinting (Extremity)	\$130.81	\$130.81		0.00%	N	
50 Strap, 5 Foot immobilization	\$20.10	\$20.10		0.00%	N	
51 Suction Tube	\$56.32	\$56.32		0.00%	N	
52 Suctioning	\$114.46	\$114.46		0.00%	N	
53 Temperature Measurement	\$30.67	\$30.67		0.00%	N	
54 Tourniquet, Combat	\$109.23	\$109.23		0.00%	N	
55 Universal Precautions	\$50.87	\$50.87		0.00%	N	
56 Urinal	\$18.17	\$18.17		0.00%	N	

City of Milpitas

AMBULANCE

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
MEDICATIONS						
57 Acetaminophen (Ofirmev)	\$219.96	\$219.96		0.00%	N	
58 Activated Charcoal	\$36.92	\$36.92		0.00%	N	
59 Adenosine	\$105.37	\$105.37		0.00%	N	
60 Albuterol	\$43.60	\$43.60		0.00%	N	
61 Amiodarone	\$70.08	\$70.08		0.00%	N	
62 Aspirin	\$10.90	\$10.90		0.00%	N	
63 Atropine	\$30.88	\$30.88		0.00%	N	
64 Atropine High Dose	\$145.69	\$145.69		0.00%	N	
65 Benadryl	\$30.88	\$30.88		0.00%	N	
66 Calcium Chloride	\$30.88	\$30.88		0.00%	N	
67 Dextrose 10% 25G In 250ML Bag	\$44.03	\$44.03		0.00%	N	
68 Dopamine Drip	\$98.10	\$98.10		0.00%	N	
69 Duodote Autoinjector	\$91.29	\$91.29		0.00%	N	
70 Epi 1:1,000 1Mg/1Cc	\$50.87	\$50.87		0.00%	N	
71 Epi 1:10,000	\$50.87	\$50.87		0.00%	N	
72 Glucagon	\$517.78	\$517.78		0.00%	N	
73 Glucose Paste	\$15.82	\$15.82		0.00%	N	
74 Lidocaine 2%	\$39.97	\$39.97		0.00%	N	
75 Midazole	\$2.89	\$2.89		0.00%	N	
76 Morphine	\$30.88	\$30.88		0.00%	N	
77 Narcan	\$58.14	\$58.14		0.00%	N	
78 Nitroglycerin Tablet	\$1.55	\$1.55		0.00%	N	
79 Nitropaste	\$14.15	\$14.15		0.00%	N	
80 Normal Saline Flush PIs 10Cc	\$27.16	\$27.16		0.00%	N	
81 Normal Saline 1000Cc	\$176.23	\$176.23		0.00%	N	
82 Ondansetron Injectable	\$63.22	\$63.22		0.00%	N	
83 Ondansetron Oral Dissolving Tablet	\$52.21	\$52.21		0.00%	N	
84 Sodium Bicarb	\$54.50	\$54.50		0.00%	N	
85 Sterile Water	\$43.60	\$43.60		0.00%	N	
86 Tranexamic Acid 1,000mg	\$10.37	\$10.37		0.00%	N	

* These fees are intended to mirror fees authorized by the Santa Clara County Emergency Services Agency. If Santa Clara County EMS updates fees subsequent to the adoption of this schedule, this schedule shall be presumed to reflect updated amounts. In the case of discrepancies, fee amounts authorized by Santa Clara County EMS shall supersede the amounts listed above. The City will periodically examine costs to ensure that fees collected do not exceed the City's program costs of service.

City of Milpitas

POLICE

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Citations							
1	Citation Sign off for Non Milpitas Residents	\$20	\$20		0.00%	N	
2	Parking Citations	\$65 - \$280	\$65 - \$280		0.00%	N	[a]
3	Copy of Traffic & Parking citations	\$5	\$5		0.00%	N	
Alarm Fees and Fines							
4	Alarm Permit						
	a) Alarm Permit - Initial	\$44	\$45	per year	3.67%	Y	[b]
	b) Alarm Permit - Renewal	\$22	\$23	per year	3.67%	Y	[b]
	c) Alarm Permit - Late Filing Fee	50% of permit fee	50% of permit fee			N	
5	False Alarm Response (per calendar year)						
	a) First	No Charge	No Charge			N	
	b) Second	No Charge	No Charge			N	
	c) Third	\$82	\$85		3.67%	Y	
	d) Fourth	\$136	\$141		3.67%	Y	
	e) Fifth	\$272	\$282		3.67%	Y	
	f) Sixth or More	\$272	\$282	per response	3.67%	Y	
6	False Alarm Response - Additional Fee for Unregistered Alarm	\$27	\$28	per response	3.67%	Y	
Concealed Weapon Permit							
7	Concealed Weapon Permit						
	a) Initial Application	\$330	\$330		0.00%	N	[c]
	b) Renewal Application	\$25	\$25		0.00%	N	[c]
	c) Psychological Testing	\$150	Actual Cost			N	[c]
	d) Modification of Permit	\$10	\$10		0.00%	N	[c]

City of Milpitas

POLICE

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Miscellaneous							
8	Fingerprints						
	a) Ink Card Up to (2) Cards	\$25	\$25		0.00%	N	
	b) Ink Card Over (2) Cards	\$5	\$5	Each Additional Card	0.00%	N	
	c) Live Scan plus DOJ and FBI fees	\$25	\$25		0.00%	N	
9	Subpoenas						
	a) Officer	\$275	\$275		0.00%	N	
	b) Records	\$15	\$15		0.00%	N	
10	Administrative Tow Fees						
	a) Impound	\$346	\$346		0.00%	N	
	b) Stored	\$50	\$50		0.00%	N	
11	Repossession Fee	\$15	\$15		0.00%	N	
12	Incident (Log Event) Reports	\$5	\$5		0.00%	N	
13	Photos on CD / Digital Media	\$15	\$15		0.00%	N	
14	Police Reports						
	a) Up to (10) Pages	\$13	\$13		0.00%	N	
	b) Police Reports Over (10) Pages	\$1	\$1	per page	0.00%	N	
15	US Investigative Request for Law Enforcement Data	\$15	\$15		0.00%	N	
16	Videos / Digital Reproduction	billed in 15 minute increment Actual Cost billed in 15 minute increments; \$50 minimum				N	[d]
17	Massage Permits	\$1,000	\$1,000		0.00%	N	

[a] Amounts vary depending on citation type.

[b] Alarm permits are issued per calendar year. Permits will expire annually on December 31st.

[c] Additional fees may apply (e.g., other agency fees, fingerprinting, background testing, firearm training, etc.).

[d] For requests requiring special programming or formatting the City will recover actual costs, including a pass-through of any vendor costs incurred.

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
ADULT RECREATION							
Adult Sports Enrichment Fees							
1	Sports League (full season)						
	a) per team	\$545 - \$775	\$545 - \$775	per season		N	
	b) Additional fee per non-resident player	\$11	\$11	per season	3.5%	Y	
AQUATICS							
2	Recreational Swim	\$3 - \$8	\$3 - \$8	per person		N	
3	Swimming Lessons Group						
	a) Residents	\$85 - \$116	\$85 - \$116	per session		N	
4	Private Swimming Lessons						
	a) Residents	\$40 - \$50	\$40 - \$50	per half hour lesson		N	
5	Parent Tot Drop in swim pass						
	a) Residents	\$17	\$18	per 5 visits	3.5%	Y	
ARTS & CULTURE PROGRAMS							
6	Cultural Facilities Entrance Fee	\$0 - \$20	\$0 - \$20	per person		N	
7	Cultural Event Activity Fee	\$0 - \$20	\$0 - \$20	per person		N	
8	Busker Fee	\$0 - \$20	\$0 - \$20	per event		N	
9	Artisan/Cottage Vendor Fee	\$25 - \$105	\$25 - \$105	per event		N	
10	Theatre Audition/Cast Fee						
	a) Residents	\$0 - \$138	\$0 - \$143	per production	3.5%	Y	
11	Theatre Entrance Fees						
	a) General Production	\$0 - \$20	\$0 - \$20	per person		N	
	b) Special Production	\$0 - \$50	\$0 - \$50	per person		N	
12	CONTRACT CLASSES / PROGRAMS	Instructor: Negotiated Rate	Instructor: Negotiated Rate			N	

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
MEMBERSHIP							
13	Senior Center Membership						
	a) Residents	\$14 - \$18	\$14 - \$18	per year			N
	b) Non-Resident	\$33	\$34-\$38	per year	3.5%		
	Sports Center Membership						
14	Fitness Passes- Per Visit Packages						
	a) 5 visits	\$27	\$27	per package	3.5%	Y	
	b) 10 visits	\$54	\$54	per package	3.5%	Y	
	c) 15 visits	\$81	\$81	per package	3.5%	Y	
	d) 20 visits	\$108	\$108	per package	3.5%	Y	
15	Fitness Passes Senior (50+)- Per Visit Packages						
	a) 5 visits	\$17	\$17	per package	3.5%	Y	
	b) 10 visits	\$34	\$34	per package	3.5%	Y	
	c) 15 visits	\$51	\$51	per package	3.5%	Y	
	d) 20 visits	\$68	\$68	per package	3.5%	Y	
16	Drop-In Fee	\$8 - \$14	\$8 - \$14	per package	3.5%	Y	
17	Sports Center Unlimited Packages						
	a) Monthly	\$70	\$70	per package	3.5%	Y	
	b) 3 Months	\$210	\$210	per package	3.5%	Y	
	c) 6 Months	\$310	\$310	per package	3.5%	Y	
	d) 12 Months	\$510	\$510	per package	3.5%	Y	
18	Sports Center Unlimited Packages - Senior (50+)						
	a) Monthly	\$40	\$40	per package	3.5%	Y	
	b) 3 Months	\$95	\$95	per package	3.5%	Y	
	c) 6 Months	\$145	\$145	per package	3.5%	Y	
	d) 12 Months	\$255	\$255	per package	3.5%	Y	
19	Annual Non-Resident Fee	\$55 - \$109	\$55 - \$109	per year	varies	✖	
19	Fitness Passes-Per Visit Packages - Non Resident						
	a) 5 visits - Non Resident		\$ 32.00	per package			
	b) 10 visits - Non Resident		\$ 64.00	per package			
	c) 15 visits - Non Resident		\$ 96.00	per package			
	d) 20 visits - Non Resident		\$ 128.00	per package			
20	Fitness Passes Senior (50+)-Per Visit Packages						

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
	a) 5 visits - Non Resident		\$ 22.00	per package			
	b) 10 visits - Non Resident		\$ 44.00	per package			
	c) 15 visits - Non Resident		\$ 66.00	per package			
	d) 20 visits - Non Resident		\$ 88.00	per package			
21	Sports Center Unlimited Packages						
	Monthly - Non Resident		\$ 80.00	per package			
	a) 3 Months - Non Resident		\$ 238.00	per package			
	b) 6 Months - Non Resident		\$ 362.00	per package			
	c) 12 Months - Non Resident		\$ 611.00	per package			
22	Sports Center Unlimited Packages-Senior (50+)						
23	Monthly - Non Resident		\$ 49.00	per package			
	a) 3 Months - Non Resident		\$ 119.00	per package			
	b) 6 Months - Non Resident		\$ 191.00	per package			
	c) 12 Months - Non Resident		\$ 347.00	per package			
	Artificial Turf Field						
24	Deposit (Football/Soccer)						
	a) Priority II & III	n/a	n/a				N
	b) Priority IV & V	\$1,000	\$1,000				N
25	Deposit (Soccer/Volleyball)						
	a) Priority II & III	n/a	n/a				N
	b) Priority IV & V	\$750	\$750				N
26	Artificial Turf Football/Soccer w/o lights						
	a) Priority II & III	n/a	n/a				N
	b) Priority IV	\$155	\$160	per hour	3.5%	Y	
	c) Priority V	\$310	\$321	per hour	3.5%	Y	
27	Artificial Turf Football/Soccer w/ lights						
	a) Priority II & III	n/a	n/a				N
	b) Priority IV	\$165	\$171	per hour	3.5%	Y	
	c) Priority V	\$330	\$342	per hour	3.5%	Y	

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
28	Artificial Turf Volleyball/Soccer w/o lights						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$105	\$109	per hour	3.5%	Y	
	c) Priority V	\$210	\$217	per hour	3.5%	Y	
29	Artificial Turf Volleyball/Soccer w/ lights						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$115	\$119	per hour	3.5%	Y	
	c) Priority V	\$230	\$238	per hour	3.5%	Y	
30	Tournament: Field w/o lights (Football)						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$220	\$228	per hour	3.5%	Y	
	c) Priority V	\$330	\$342	per hour	3.5%	Y	
31	Tournament: Field w/ lights (Football)						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$230	\$238	per hour	3.5%	Y	
	c) Priority V	\$345	\$357	per hour	3.5%	Y	
32	Tournament: Field w/o lights (Small)						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$165	\$171	per hour	3.5%	Y	
	c) Priority V	\$248	\$256	per hour	3.5%	Y	
33	Tournament: Field w/ lights (Small)						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$175	\$181	per hour	3.5%	Y	
	c) Priority V	\$263	\$272	per hour	3.5%	Y	
Community Center Rentals							
34	Application Fee (non-refundable)	\$21 - \$31	\$21 - \$31	per rental		N	
35	Rental Deposits: Classroom/Conference Room	\$200	\$200	per rental		N	
36	Rental Deposits: Auditorium	\$500	\$500	per rental		N	
37	Rental Deposits: Auditorium Screen	\$250	\$250	per rental		N	

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
38	Auditorium (3 hr. minimum)						
	a) Priority II	no fee	no fee			N	
	b) Priority III	\$105	\$109	per hour	3.5%	Y	
	c) Priority IV	\$210	\$217	per hour	3.5%	Y	
	d) Priority V	\$270	\$279	per hour	3.5%	Y	
39	Conference Room (2 hr. minimum)						
	a) Priority II	no fee	no fee			N	
	b) Priority III	\$37	\$38	per hour	3.5%	Y	
	c) Priority IV	\$74	\$77	per hour	3.5%	Y	
	d) Priority V	\$134	\$139	per hour	3.5%	Y	
40	Dance Studio. Craft Classroom (2 hr. minimum)						
	a) Priority II	no fee	no fee			N	
	b) Priority III	\$21	\$22	per hour	3.5%	Y	
	c) Priority IV	\$42	\$43	per hour	3.5%	Y	
	d) Priority V	\$102	\$106	per hour	3.5%	Y	
41	Facility Attendant Fees						
	a) Priority II,III, IV	\$31	\$32	per hour	3.5%	Y	
	b) Priority V	\$62	\$64	per hour	3.5%	Y	
42	Piano						
	a) Priority III, IV	\$21	\$22	per day	3.5%	Y	
	b) Priority V	\$84	\$87	per day	3.5%	Y	
43	Auditorium Sound System (includes staff time)	\$53	\$54	per hour	3.5%	Y	
Field Rentals							
44	Application Fee (non-refundable)	\$21 - \$31	\$21 - \$31			N	[a]
45	Rental Deposits						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV & V	\$750	\$750		3.5%	N	
46	Cricket Pitch						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$31	\$32	per hour	3.5%	Y	
	c) Priority V	\$62	\$64	per hour	3.5%	Y	
47	Soccer Field w/o lights (2hr. Minimum)						

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$31	\$32	per hour	3.5%	Y	
	c) Priority V	\$62	\$64	per hour	3.5%	Y	
48	Soccer Field w/ lights (2hr. Minimum)						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$42	\$43	per hour	3.5%	Y	
	c) Priority V	\$84	\$87	per hour	3.5%	Y	
49	Softball/ Baseball Field w/o lights (2hr minimum)						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$21	\$22	per hour	3.5%	Y	
	c) Priority V	\$42	\$43	per hour	3.5%	Y	
50	Softball/ Baseball Field w/ lights (2hr minimum)						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$31	\$32	per hour	3.5%	Y	
	c) Priority V	\$62	\$64	per hour	3.5%	Y	
51	Tournaments: Field w/o lights						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$63	\$65	per hour	3.5%	Y	
	c) Priority V	\$126	\$130	per hour	3.5%	Y	
52	Tournaments: Field w/ lights						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV	\$83	\$86	per hour	3.5%	Y	
	c) Priority V	\$166	\$172	per hour	3.5%	Y	
	Gym, Courts & Pool Rentals						
53	Application Fee (non-refundable)	\$21 - \$31	\$21 - \$31			N	
54	Rental Deposit						
	a) Priority II & III	n/a	n/a			N	
	b) Priority IV & V	\$750	\$750			N	

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
55 Large Gymnasium (3 hr. minimum)						
a) Priority II & III	n/a	n/a			N	
b) Priority IV	\$85	\$88		3.5%	Y	
c) Priority V	\$170	\$176		3.5%	Y	
56 MSC Dance Studio (2 hr. minimum)						
a) Priority II	no fee	no fee				
b) Priority III	\$21	\$21	per hour	0.0%		
c) Priority IV	\$42	\$42	per hour	0.0%		
d) Priority V	\$102	\$102	per hour	0.0%		
57 Tournaments: Large Gymnasium (3 hr. Minimum)						
a) Priority II & III	n/a	n/a			N	
b) Priority IV	\$145	\$150		3.5%	Y	
c) Priority V	\$225	\$233		3.5%	Y	
58 Training Pool (2hr. minimum)						
a) Priority II & III	n/a	n/a			N	
b) Priority IV	\$52	\$54-\$74	per hr + 2 guards	3.5%		
c) Priority V	\$104	\$108 - \$128	per hr + 2 guards	3.5%		
59 Yard Pool (2 hr. minimum)						
a) Priority II & III	n/a	n/a			N	
b) Priority IV	\$65	\$67-\$87	per hr + 2 guards	3.5%		
c) Priority V	\$130	\$135 - \$155	per hr + 2 guards	3.5%		
60 Meter Pool (2 hr. minimum)						
a) Priority II & III	n/a	n/a			N	
b) Priority IV	\$75	\$78-\$98	per hr + 2 guards	3.5%		
c) Priority V	\$150	\$155-\$175	per hr + 2 guards	3.5%		
61 Facility Attendant/Scorekeeper (per attendant)						[a]
a) Priority II & IV	\$31	\$32	per hour	3.5%	Y	
b) Priority V	\$62	\$64	per hour	3.5%	Y	
62 Lifeguard Fees (per Lifeguard)						[a]
a) Priority II & IV	\$20	\$21	per hour	3.5%	Y	
b) Priority V	\$40	\$41	per hour	3.5%	Y	

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Higuera Adobe							
63	Application Fee (non-refundable)	\$21 - \$31	\$21 - \$31			N	[b]
64	Rental Deposit	\$500	\$500			N	[b]
65	Auditorium (3hr. Minimum)						
	a) Priority II	no fee	no fee			N	
	b) Priority III	\$52	\$54	per hour	3.5%	Y	
	c) Priority IV	\$104	\$108	per hour	3.5%	Y	
	d) Priority V	\$164	\$170	per hour	3.5%	Y	
66	Facility Attendant Fees (per attendant)						
	a) Priority II, III, & IV	\$31	\$32	per hour	3.5%	Y	
	b) Priority V	\$62	\$64	per hour	3.5%	Y	
City Hall							
67	Application Fee (non-refundable)	\$30	\$30	per rental		N	
68	Rental Deposit	\$500	\$500			N	[b]
69	City Hall Rotunda (2 hr. minimum)						
	a) Priority II	no fee	no fee			N	
	b) Priority III	\$40	\$41	per hour	3.5%	Y	
	c) Priority IV	\$80	\$83	per hour	3.5%	Y	
	d) Priority V	\$160	\$166	per hour	3.5%	Y	
70	City Hall City Council Chambers (2 hr. minimum)						
	a) Priority II	no fee	no fee			N	
	b) Priority III	\$78	\$81	per hour	3.5%	Y	
	c) Priority IV	\$260	\$269	per hour	3.5%	Y	
	d) Priority V	\$520	\$538	per hour	3.5%	Y	
71	City Hall Veterans Plaza (2 hr. minimum)						
	a) Priority II	no fee	no fee			N	
	b) Priority III	\$40	\$41	per hour	3.5%	Y	
	c) Priority IV	\$80	\$83	per hour	3.5%	Y	
	d) Priority V	\$160	\$166	per hour	3.5%	Y	
72	Staff/hour - Maintenance and/or IT (per attendant / per staff member)	\$50	\$52	per hour	3.5%	Y	

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Special Event Venue/Open Space							
73	Application Fee (non-refundable)	\$31	\$31	per application		N	
74	Rental Deposits	\$1,000	\$1,000	per day		N	
75	Rental Fee						
	a) Priority II & III	\$1,033	\$1,069	per day	3.5%	Y	
	b) Priority IV	\$2,066	\$2,138	per day	3.5%	Y	
	c) Priority V	\$3,099	\$3,207	per day	3.5%	Y	
76	Facility Attendant Fees (per attendant)	\$31	\$32	per hour	3.5%	Y	
Mobile Stage Rental							
77	Deposit (All Priorities)	\$1,000	\$1,000			N	
78	Rental (All Priorities)	\$1,370 - \$2,740	\$1,370 - \$2,740	per day		N	
79	Light Package	\$110 - \$1,100	\$110 - \$1,100	per rental		N	[c]
80	Light Mixer	\$110 - \$440	\$110 - \$440	per rental		N	[d]
81	Light Tech	\$33 - \$110	\$33 - \$110	per hour		N	[e]
82	Staff Fee	\$110 - \$2,750	\$110 - \$2,750	per hour		N	[f]
83	Mileage	\$0.50 - \$3.50	\$0.50 - \$3.50	per mile		N	[g]
84	ADA Ramp	\$270	\$270			N	
85	Truss Roof Cover/ Banner Support	\$110 - \$440	\$110 - \$440	per rental		N	[c]
Picnic Area Rentals							
86	Application Fee (non-refundable)	\$21 - \$31	\$21 - \$31			N	
87	Rental Deposit: Large Picnic Area	\$250	\$250			N	
88	Small Parks with Restrooms (50 or less capacity)						
	a) Priority III & IV	\$85	\$88	per day per area	3.5%	Y	[b]
	b) Priority V	\$150	\$155	per day per area	3.5%	Y	[b]
89	Small Parks without Restrooms (50 or less capacity)						
	a) Priority III & IV	\$65	\$67	per day per area	3.5%	Y	[b]
	b) Priority V	\$130	\$135	per day per area	3.5%	Y	[b]
90	Medium Parks 50 to 100 or less capacity						
	a) Priority III & IV	\$145	\$150	per day per area	3.5%	Y	[b]
	b) Priority V	\$205	\$212	per day per area	3.5%	Y	[b]
91	Large Parks More than 100+ capacity						

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
	a) Priority III & IV	\$330	\$342	per day per area	3.5%	Y	[b]
	b) Priority V	\$390	\$404	per day per area	3.5%	Y	[b]
Sal Cracolice Facility Rental							
92	Application Fee (non-refundable)	\$21 - \$32	\$22 - \$34		3.5%	Y	
93	Rental Deposit Meeting Room	\$200	\$200	per rental		N	(b)
94	Rental Deposit Amphitheater		\$500	per rental			
95	Rental Deposit Auditorium	\$500	\$500			N	(b)
96	Auditorium w/kitchenette (3hr. Minimum)						
	a) Priority II	no fee	no fee			N	
	b) Priority III	\$85	\$88	per hour	3.5%	Y	
	c) Priority IV	\$170	\$176	per hour	3.5%	Y	
	d) Priority V	\$230	\$238	per hour	3.5%	Y	
97	Facility Attendant Fees (per attendant)						
	a) Priority II, III, & IV	\$31	\$32	per hour	3.5%	Y	
	b) Priority V	\$62	\$64	per hour	3.5%	Y	
98	Amphitheatre						
	a) Priority II, III, & IV	\$130	\$135	per hour per day	3.5%	Y	
	b) Priority V	\$190	\$197	per hour per day	3.5%	Y	
99	Meeting Room (2 hr Minimum)						
	a) Priority II	no fee	no fee			N	
	b) Priority III	\$47	\$49	per hour	3.5%	Y	
	c) Priority IV	\$94	\$97	per hour	3.5%	Y	
	d) Priority V	\$154	\$159	per hour	3.5%	Y	
Senior Center Rentals							
100	Application Fee (non-refundable)	\$21 - \$32	\$22 - \$34		5.5%	Y	
101	Rental Deposits: Auditorium	\$500	\$500			N	(b)

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
102	Rental Deposits: Classrooms						
	a) Priority II	no fee	no fee			N	
	b) Priority III	\$200	\$200			N	
	c) Priority IV	\$200	\$200			N	
	d) Priority V	\$200	\$200			N	
103	Community Room Auditorium (3hr. Minimum)						
	a) Priority II	no fee	no fee	per hour		N	
	b) Priority III	\$95	\$98	per hour	3.5%	Y	
	c) Priority IV	\$190	\$197	per hour	3.5%	Y	
	d) Priority V	\$250	\$259	per hour	3.5%	Y	
104	Classroom 140 and 141 (Full) (2 hr. Minimum)						
	a) Priority II	no fee	no fee	per hour		N	
	b) Priority III	\$47	\$49	per hour	3.5%	Y	
	c) Priority IV	\$94	\$97	per hour	3.5%	Y	
	d) Priority V	\$154	\$159	per hour	3.5%	Y	
105	Classroom 140 and 141 (Half)						
	a) Priority II	no fee	no fee	per hour		N	
	b) Priority III	\$26	\$27	per hour	3.5%	Y	
	c) Priority IV	\$52	\$54	per hour	3.5%	Y	
	d) Priority V	\$112	\$116	per hour	3.5%	Y	
106	Facility Attendant Fees (per attendant)						
	a) Priority II, III, & IV	\$31	\$32	per hour	3.5%	Y	
	b) Priority V	\$62	\$64	per hour	3.5%	Y	
107	Dance Studio						
	a) Priority II	no fee	no fee	per hour		N	
	b) Priority III	\$21	\$22	per hour	3.5%	Y	
	c) Priority IV	\$42	\$43	per hour	3.5%	Y	
	d) Priority V	\$102	\$106	per hour	3.5%	Y	

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
Community Garden							
108	Garden Plots (Residents Only)						
	a) Potable Water Community Gardens	\$.75 - \$ 1.15	\$.75 - \$ 1.15	per sq. foot		N	
	b) Recycled Water Community Gardens	\$.15 - \$.55	\$.15 - \$.55	per sq. foot		N	
Pickleball / Tennis Court Rentals							
109	Deposit	\$250	\$250			N	[h]
110	Tennis Courts w/o lights (per court)						
	a) Priority II & III	n/a	n/a	per hour / per court		N	
	b) Priority IV	\$8	\$9	per hour / per court	3.5%	Y	
	c) Priority V	\$10	\$11	per hour / per court	3.5%	Y	
111	Tennis Courts w/ lights (per court)						
	a) Priority II & III	n/a	n/a	per hour / per court		N	
	b) Priority IV	\$10	\$11	per hour / per court	3.5%	Y	
	c) Priority V	\$13	\$13	per hour / per court	3.5%	Y	
112	Tournament: Tennis Courts w/o lights (per court)						
	a) Priority II & III	n/a	n/a	per hour / per court	3.5%	N	
	b) Priority IV	\$27	\$28	per hour / per court	3.5%	Y	
	c) Priority V	\$54	\$56	per hour / per court	3.5%	Y	
113	Tournament: Tennis Courts w/ lights (per court)						
	a) Priority II & III	n/a	n/a	per hour / per court		N	
	b) Priority IV	\$31	\$32	per hour / per court	3.5%	Y	
	c) Priority V	\$63	\$65	per hour / per court	3.5%	Y	
Senior Enrichment Fees(50+ years of age)							
114	Senior Center Programs-Classes	\$5 - \$8	\$5 - \$8	per hour instruction		N	
115	Senior Center Citizen Trip Admin Fee	Actual cost to City + Trip Admission Fee	Actual cost to City + Trip Admission Fee	per activity		N	[h]
116	Senior Center Events	\$0 - \$20	\$0 - \$20	per day/ticket		N	[h]
117	Senior Center Event Non-Member Fee		\$5-\$10	per day/ticket	varies		
118	Senior Center Program/Class Non-Resident Fee	\$11	\$11	per class		N	

City of Milpitas

RECREATION

Legend for Recreation Fees:

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Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
SPECIAL EVENTS							
Special Event Fees							
119	Special Event Entrance Fee	\$0 - \$150	\$0 - \$150	per event		N	
120	Special Events Activity Fee	\$0 - \$40	\$0 - \$40	per activity		N	
121	Special Event Vendor Fees	\$105 - \$545	\$105 - \$545	per space OR 5% - 20% net sales		N	
122	Special Event Non-Profit Vendor Fees	\$0 - \$275	\$0 - \$275	per space OR 0% - 10% net sales		N	
YOUTH							
Youth Enrichment Fees							
123	Youth Sports User Fee						
	a) Outdoor	\$10	\$10	per player per season		N	
	b) Indoor	\$21	\$21	per player per season		N	
124	After School Program						
	a) Residents	\$8 - \$14	\$8 - \$15	per day for residents		Y	
125	Late fee for After-School/Day Camp Programs						
	a) 1st offense & 2nd offense	\$11	\$12	per each 10 minutes	10.0%	Y	
	b) 3rd offense or more	\$27	\$28	per each 10 minutes	5.0%	Y	
126	Day Camp (Regular Day) – Internal Staff Run	\$195 - \$215	\$202 - \$223	per week	3.5%	Y	
127	Day Camp Extended Care – Internal Staff Run	\$44	\$46	per week	3.5%	Y	
Department General Fees							
128	General Internal Class Program Fees	Staff time + Materials	Staff time + Materials			N	
129	Membership Card replacement fee	\$5	\$5			N	
130	Transaction Fee	\$1 - \$6	\$4 - \$7	per receipt	3.5%	Y	
131	Trips	Actual cost to City + Trip Admission Fee	Actual cost to City + Trip Admission Fee			N	
132	General Non-Resident Fees	\$22 - \$33	\$22 - \$33	per person/class/ month/program or trip		N	
133	Rental Deposits: All other rooms	\$200	\$200			N	(H)
134	Recreation Services Merchandise	actual cost + % mark-up	actual cost + % mark- up			N	

City of Milpitas
RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr	Note
135 Milpitas Resident Senior Citizen Discount (50 years+)	25% off any non-senior center based class	25% off any non-senior center based class			N	

Notes:

- [a] No fee for Priority III.
- [b] No fee for Priority II.
- [c] Based on needs and packages.
- [d] Based on needs and days.
- [e] Based on cost of tech.
- [f] Based on needs, actual costs of staff used in rental, time for load in/out and transportation.
- [g] Based on current gas prices.
- [h] Depending on trip costs.

Additional Notes:

* Recreation Fees recovery goals may be adjusted/balanced based on market factors.

City of Milpitas
FINANCE

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr.	Note
1	Bond Payoff Calculation	\$175	\$182		3.67%	Y	
2	Business License						
	a) New Application Processing Fee	\$50	\$50	per year	0.00%	N	
	b) Processing Fee (renewal)	\$25	\$25	per year	0.00%	N	
3	Phone Check Fee (User Fee - Finance)	\$15	\$15		0.00%	N	
4	Property Damage Invoice Processing Fee	\$30	\$30	plus replacement cost	0.00%	N	
5	Credit Card Transaction Processing Fee	2.4%	2.4%	% of amount paid by credit card	0.00%	N	

City of Milpitas

CITY CLERK

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr.	Note
Miscellaneous							
1	Late Fine for Political Reform Act Filings	\$10	\$10	per day; up to \$100 maximum fine	0.00%	N	[a]
2	Retrieval Fee for Political Reform Act Statements (5 or more years old)	\$5 per search plus \$0.10 per page	\$5 per search plus \$0.10 per page			N	[b]
3	Bingo License Renewals (Municipal Code)	\$50	\$50		0.00%	N	
4	Public Records Requests					N	
	a) Copies	\$0	\$0.10	per page			
	b) Requests Requiring Special Programming or Formatting	Actual Cost	Actual Cost	per hour / T&M			
5	Lobbyist Annual Registration Fee	\$50	\$50	per registration			
	a) For each client with compensation in excess of \$500	\$15	\$15				
6	City Council Meeting Agenda Subscription	\$20 plus postage	\$20 plus postage	per mailed hard copy			

[a] Set by California Government Code Section 91013.

[b] Set by California Government Code Section 81008.

City of Milpitas

INFORMATION SERVICES

Activity Description		FY 23/24 Fee	FY 24/25 Fee	Charge Basis	Percent Change	Yearly Incr.	Note
1	Digital Media Reproduction	\$20	\$20	per flash drive/DVD, etc.	0.00%	N	
2	Requests Requiring Special Programming or Formatting	Actual Cost	Actual Cost	per hour / T&M		N	

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING
THE USER AND REGULATORY FEE SCHEDULE FOR FISCAL YEAR 2024-25**

WHEREAS, the City of Milpitas (the “City”) charges fees for licenses, permits, and various services provided by the City (collectively, the “Fees”); and

WHEREAS, the Fees are established to offset all, or portions of, the costs of providing the various services for which the Fees are collected; and

WHEREAS, certain of the Fees are subject to the adoption procedures set forth under Government Code section 66016, and others are subject to the procedures of Government Code section 66018; and

WHEREAS, in addition to Fees, the City’s User and Regulatory Fee Schedule also identifies various fines and penalties (the “Penalties”) for violations of applicable State or local law, including violation of a provision of any ordinance or the City’s Municipal Code; and

WHEREAS, historically the City has consolidated various fees, rates, and charges in a Master Fee Schedule including water and sewer service fees and charges adopted pursuant to the procedural and substantive requirements of article XIII D, section 6 of the California Constitution (also known as “Proposition 218”) and development impact fees adopted pursuant to the procedural and substantive requirements of Government Code Section 66000 *et seq.* (“Mitigation Fee Act”); and

WHEREAS, in order to increase clarity regarding the user and regulatory fees governed by this resolution and ensure that water and sewer service fees and charges and development impact fees adopted and governed by separate actions are not inadvertently reviewed along with user and regulatory fees, these items will be identified in distinct schedules moving forward; and

WHEREAS, water and sewer service fees and charges and development impact fees are not being considered, modified, or increased as part of this resolution; and

WHEREAS, staff recommends authorizing the Finance Director to make annual inflationary adjustments for various fees identified in the User and Regulatory Fee Schedule; and

WHEREAS, inflationary adjustments will be based on the estimated average annual increase in total employee compensation costs, with distinct averages calculated for employees commonly classified as miscellaneous employees and employees commonly classified as safety employees; and

WHEREAS, if the estimated average employee compensation costs do not change or go down, no change shall be made to the fee schedule for that year unless an adjustment is made to targeted cost recovery levels or fee study findings indicate that an adjustment is appropriate; and

WHEREAS, the City Council now wishes to adopt the updated User and Regulatory Fee Schedule set forth in Exhibit 1 hereto; and

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The above Recitals are true and correct and by this reference incorporated herein.
2. The City Council hereby approves the User and Regulatory Fee Schedule included herewith as **Exhibit 1**. The fees and penalties adopted pursuant to this Resolution shall supersede any prior fees, charges, penalties, or other exactions imposed by resolution or otherwise by the City Council, to the extent such prior fees, charges, penalties, or other

exactions conflict with the Fees and Penalties set forth in Exhibit 1 hereto.

3. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Based upon such consideration, the City Council finds and determines that:
 - (a) The Fees established by this Resolution:
 - (1) are imposed for a specific government service provided directly to the payor, or for reasonable regulatory costs of the City for issuing licenses and permits, performing investigations, inspections, and administrative enforcements of the City's Municipal Code or other rules or ordinances;
 - (2) are no more than necessary to cover the reasonable costs of the governmental activity for which the Fee is imposed; and
 - (3) the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity for which the Fee is imposed.
 - (b) The Penalties established by this resolution are imposed for a violation of applicable State or local law, including violation of an ordinance of the City or the Municipal Code, and persons upon whom the Penalty is imposed have adequate rights to appeal such penalty under the Municipal Code.
 - (c) The Fees and Penalties are not taxes within the meaning of California Constitution article XIII C, section 1(e).
4. The Finance Director has authority to make annual inflationary adjustments for various fees identified in the Master Fee Schedule based on the estimated average annual increase in total employee compensation costs, with distinct averages calculated for employees commonly classified as miscellaneous employees and employees commonly classified as safety employees. If the estimated average employee compensation costs do not change or go down, no change shall be made to the fee schedule for that year unless an adjustment is made to targeted cost recovery levels or fee study findings indicate that an adjustment is appropriate.
5. The inflationary changes authorized by this Resolution do not apply to the rates for water and sewer service fees and charges. These rates and charges are established pursuant to the procedural and substantive requirements of article XIII D, section 6 of the California Constitution (also known as "Proposition 218"). Any reference to rates for water and sewer service fees and charges are included in the User and Regulatory Fee Schedule for information purposes only and are not considered, modified, or "increased" as such term is defined under Government Code section 53750 as part of the City's fee schedule update.
6. The inflationary changes authorized by this Resolution do not apply to development impact fees. These fees are established pursuant to the procedural and substantive requirements of Government Code Section 66000 *et seq.* ("Mitigation Fee Act"). Any reference to the development impact fees are included in the User and Regulatory Fee Schedule for information purposes only and are not considered, modified, or "increased" as part of the City's fee schedule update.
7. The updated User and Regulatory Fee Schedule will become effective sixty (60) days after adoption.

PASSED AND ADOPTED this _____ day of _____, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

Exhibit 1