



**Special/Regular Meeting Agenda
City Council**

Mark Turner - *Mayor*
Yvonne Martínez Beltrán - *Mayor Pro Tem*
Miriam Vega - *Council Member*
Marilyn Librers - *Council Member*
Soraida Iwanaga - *Council Member*

Wednesday, June 18, 2025

**Special meeting at 5:00 p.m. for a Closed Session at the address below:
City Hall, Grand Conference Room 17575 Peak Avenue, Morgan Hill, CA 95037**

**Regular meeting at 6:00 p.m. at the address below:
Council Chamber Building, West Conference Room 17555 Peak Avenue, Morgan
Hill, CA 95037**

Morgan Hill City Council meetings are held in person with the option for the public to attend in-person or participate by teleconference/video conference. Information on how the public may observe and participate in the meeting is below.

MEETING PARTICIPATION

Morgan Hill City Council meetings are held in person. The community may attend in person or via Zoom (video/teleconference). The meetings are also live-streamed on the City's website, Facebook page, and Channel 17.

As a courtesy, and technology permitting, members of the public may attend online. However, the City cannot guarantee that the public's access to online technology will be uninterrupted, and technical difficulties may occur from time to time. Unless required by the Ralph M. Brown Act, the meeting will continue despite technical difficulties for participants using the online option.

Those wishing to participate in the meetings remotely must register in advance at <https://bit.ly/CityCouncilZoomRegistration>. Additionally, Zoom participants must be running the latest version or will be required to update to the latest version before being able to join the meeting remotely.

Remote participation is also available by calling (669) 900-9128 and entering webinar id: 873 3200 8380#. Dial *9 to raise your hand, and be called upon to speak for up to 3 minutes. Dial *6 to unmute.

PUBLIC COMMENT

Public comment may be offered verbally at the meeting or in writing before the meeting. Public comment is limited to three minutes, but the Mayor may adjust time limits for individual or total comments while ensuring all viewpoints are heard, encouraging speakers to avoid repetition, and allowing a designated spokesperson for organized support or opposition to present longer if needed.

Those attending remotely may only offer public comment for items on the agenda in one of four categories:

- Consent Calendar
- Other Business
- Public Hearings
- Closed Session

Public comment will be heard from those attending in person first with the submission of a speaker card. Once that is complete, we will move to those on Zoom that have their hand raised. Following public comment from Zoom, we will close the public comment period for that item.

Remote public comment for items not on the agenda will not be accepted.

Written public comment may be submitted to the City Clerk:

- In person at the City Council Meeting;
- Via email to ccpubliccomment@morganhill.ca.gov; or
- Hand delivered or mailed to the City Clerk at 17575 Peak Avenue, Morgan Hill, CA 95037

Please email your comments to the City Clerk no later than 3:00 p.m. on Tuesday (the day before the City Council meeting) so that your comments can be submitted to the members of the City Council with sufficient time to review them. You may continue to provide written comments up to noon on Wednesday (the day of the meeting), although Council Members may not have sufficient time to review them before the meeting. Public comments submitted to the City Clerk after noon (12:00 p.m.) the day of the meeting will be provided to the City Council as time allows.

Written comments WILL NOT be read aloud during the City Council Meeting. Please note that written comments are posted on the City's website. It is recommended that you do not include any personal information that you do not want to be posted on the web. Please be advised that communications directed to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and

Brown Act unless exempt from disclosure under the applicable law. Communications will NOT be edited for redactions and will be printed/posted as submitted.

AMERICANS WITH DISABILITIES ACT (ADA)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (408)779-7259 or by email at cityclerk@morganhill.ca.gov. Requests must be made as early as possible and at least two full business days before the start of the meeting.

SPECIAL/REGULAR MEETING

A special meeting of the City Council is called at 5:00 p.m. for the purpose of conducting a closed session.

SPECIAL MEETING

5:00 p.m. Closed Session

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant Exposure to Litigation § 54956.9(d)(2)

One case

One potential action involving significant exposure to litigation pursuant to Section 54956.9 (d)(2); facts and circumstances are known under Section 54956.9 (e) (2) - complaint of inappropriate conduct made by Mayor Pro Tem Yvonne Martinez Beltran

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

REGULAR MEETING

6:00 p.m.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

RECOGNITIONS

Malisha Kumar
Sunday Minnich

PROCLAMATIONS

Juneteenth Proclamation

CITY COUNCIL REPORTS

Council Member Martinez Beltran

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PUBLIC COMMENT

This opportunity for public comment is for items that are not on the agenda. If you would like to make comments on an item that is on the agenda, please wait until we get to that item to offer your comments. Members of the public are entitled to address the City Council concerning any item within the Morgan Hill City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda. Public comment is intended for comments. Questions posed during public comment are not generally answered. If you have questions, please send them to the City Clerk at ccpubliccomment@morganhill.ca.gov to receive a response. (See additional noticing at the end of this agenda)

ADOPTION OF AGENDA

CONSENT CALENDAR

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Pursuant to City Council Policies and Procedures (CP 97-01), any member of the Council or public may request to have an item removed from the Consent Calendar for comment and action.

1. **ADOPT RESOLUTION ESTABLISHING THE GANN (PROPOSITION 4) APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-26**

Recommendation:

Adopt Resolution establishing the Gann (Proposition 4) appropriations limit for Fiscal Year 2025-26

2. **ADOPT RESOLUTION TO SUPPORT GRANT FUNDING FOR DOWNTOWN ELECTRIC VEHICLE (EV) CHARGING FROM THE METROPOLITAN TRANSPORTATION COMMISSION**

Recommendation:

Adopt resolution of support for grant funding from the Metropolitan Transportation Commission for Downtown EV Charging in the amount of \$1,052,000.

3. **APPROVE AMENDMENT TO BURR PLUMBING AND PUMPING, INC. ON-CALL MAINTENANCE SERVICE AGREEMENT**

Recommendation:

Authorize the City Manager to execute a fifth amendment to the maintenance service agreement with Burr Plumbing and Pumping, Inc., extending the term of the agreement to June 30, 2026 and increasing the amount of the agreement to \$407,625.

4. **APPROVE CONSULTANT AGREEMENTS WITH ACHIEVEMENT ENGINEERING CORPORATION AND TWINING, INC., IN THE AMOUNT OF \$750,000 EACH FOR ON-CALL GENERAL COMPACTION TESTING AND SPECIAL INSPECTION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROGRAM PROJECTS**

Recommendation:

Approve and authorize the City Manager to execute and administer agreements to provide on-call general compaction testing and special inspection services for various Capital Improvement Program Projects with Achievement Engineering Corporation and Twining, Inc. in the amount of \$750,000 each for three year terms.

5. **APPROVE THE JUNE 4, 2025, SPECIAL/REGULAR CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve the June 4, 2025, Special/Regular City Council Meeting Minutes.

6. **APPROVE THE PURCHASE OF A 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR IN THE AMOUNT OF \$169,150 FROM ECB SOLUTIONS, LLC**

Recommendation:

Approve and authorize the City Manager to execute a purchase order to ECB Solutions, LLC in the amount of \$169,150 for the purchase of a 150kw trailer-mounted portable diesel generator for the Utilities Division.

7. **AUTHORIZE THE CITY MANAGER TO EXECUTE AND ADMINISTER A CONSULTANT SERVICES AGREEMENT WITH BUREAU VERITAS FOR THE COMPLETION OF AN ADA TRANSITION PLAN UPDATE**

Recommendation:

Authorize the City Manager to execute and administer a consultant services agreement with Bureau Veritas for the completion of an ADA Transition Plan Update in the amount of \$96,687.

8. **AUTHORIZE THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH THE COUNTY OF SANTA CLARA FOR SOUTH COUNTY YOUTH TASK FORCE FUNDING**

Recommendation:

Authorize the City Manager to further negotiate, execute, and administer a service agreement with the Santa Clara County District Attorney's Office to receive and administer grant funding in support of the South County Youth Task Force.

9. **AUTHORIZE THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS WITH SILICON VALLEY CLEAN ENERGY**

Recommendation:

Authorize the City Manager to further negotiate, execute, and administer a \$1 million decarbonation grant and \$100,000 education grant from Silicon Valley Clean Energy.

10. **AWARD COUNCIL CHAMBER BUILDING ROOF REPLACEMENT PROJECT**

Recommendation:

1. Award contract to Diablo Roofing, Inc. in the amount of \$392,200; and
2. Authorize the expenditure of contingency funds in an amount not to exceed \$78,440; and
3. Authorize the City Manager to execute and administer the construction contract with Diablo Roofing, Inc.

11. **CONSIDER CITY POSITION ON PENDING STATE LEGISLATION**

Recommendation:

1. Consider supporting AB 650 (Papan) Planning and zoning: housing element: regional housing needs allocation;
2. Consider opposing SB 79 (Wiener) Housing development: transit-oriented development: California Environmental Quality Act: public transit agency land; and
3. Direct staff to submit letters in support of AB 650 and in opposition of SB 79 to the appropriate representatives.

OTHER BUSINESS

12. ADOPTION OF A RESOLUTION APPROVING AN EXCEPTION TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) 180-DAY WAITING PERIOD TO HIRE DONALD LARKIN AS A RETIRED ANNUITANT CITY ATTORNEY, APPROVAL OF CONTRACT WITH BURKE WILLIAMS & SORENSEN, LLP FOR CITY ATTORNEY CONTRACT SERVICES AND ELECTED OFFICIALS AND COUNCIL APPOINTED SALARY SCHEDULE

Recommendation:

1. Adopt resolution approving an exception to the 180-day waiting period, set forth by CalPERS, to hire Donald Larkin as a retired annuitant City Attorney;
2. Approve contract with Burke Williams & Sorensen, LLP for Donald Larkin to perform City Attorney contract services; and
3. Approve Elected Officials and Council Appointed salary schedule.

13. APPROVE COMMUNITY FUNDING LEVELS FOR FISCAL YEAR 2025-26 FOR THE REMAINING APPLICATIONS AND RECEIVE COUNCIL DIRECTION TO REVIEW SERVICE PRIORITIES, EVALUATE POTENTIAL REVENUE MEASURES, AND CONDUCT COMMUNITY ENGAGEMENT

Recommendation:

1. Approve funding levels for FY2025-26 Community Funding for the remaining Applications;
2. Provide direction on timing for future Community Funding Application Review;
3. Provide direction on any policy updates to the Community Funding Policy as desired by the City Council; and
4. Receive Council direction to review service priorities, evaluate potential revenue measures, and conduct Community Engagement.

PUBLIC HEARINGS

14. ADOPT RESOLUTION ORDERING ANNUAL ASSESSMENTS AND RELATED ACTIONS FOR CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1 (DISTRICT)

Recommendation:

1. Open and close the public hearing; and
2. Adopt resolution confirming Fiscal Year (FY) 2025-26 annual assessments and ordering the levy of assessments for the District.

15. AUTHORIZE A CHANGE ORDER FOR THE ENERGY SERVICES CONTRACT WITH SYSERCO ENERGY SOLUTIONS, INC. TO THE CITYWIDE SOLAR SYSTEMS PROJECT FOR THE REPAIR OF THE CENTENNIAL RECREATION CENTER (CRC) SOLAR SYSTEM IN THE AMOUNT OF \$243,600

Recommendation:

1. Open and close the Public Hearing;
2. Authorize a Change Order for the repair of the CRC at a cost of \$243,600;
3. Adopt a resolution appropriating \$243,600 from the Building Replacement Fund (741); and
4. Adopt a resolution making findings in compliance with California Government Code Section 4217.12 on Energy Conservation Contracts.

FUTURE COUNCIL INITIATED AGENDA ITEMS

Note: in accordance with Government Code Section 54954.2(a), there shall be no discussion, debate and/or action taken on any request other than providing direction to staff to place the matter of business on a future agenda.

ADJOURNMENT

NOTICE

Any documents produced by the City and distributed to the majority of the City Council less than 72 hours prior to an open meeting, will be made available for public inspection at the City Clerk's Counter at City Hall located at 17575 Peak Avenue, Morgan Hill, CA, 95037 and at the Morgan Hill Public Library located at 660 West Main Avenue, Morgan Hill, California, 95037 during normal business hours. (Pursuant to Government Code 54957.5)

PUBLIC COMMENT

Members of the Public are entitled to directly address the City Council concerning any item described in the notice of this meeting during consideration of that item. If you wish to address the Council on any item on this agenda, please complete a speaker request card located in the foyer of the Council Chambers and deliver it to the Minutes Clerk before the City Council discussion on the item. You are not required to give your name on the speaker card to speak to the Council, but it is very helpful. When you are called, proceed to the podium, and the Mayor will recognize you. If you wish to address the City Council on any other item of interest to the public, you may do so during the public comment portion of the meeting following the same procedure described above. Please limit your comments to three (3) minutes or less.

Please submit written correspondence to the Minutes Clerk, who will distribute correspondence to the City Council.

Persons interested in proposing an item for the City Council agenda should contact a member of the City Council who may request an item on the agenda for a future City Council meeting. Council discussion or action may not be taken until your item appears on an agenda. This procedure is in compliance with the California Public Meeting Law (Brown Act) Government Code §54950.

City Council Policies and Procedures (CP 03-01) outlines the procedure for the conduct of public hearings. Notice is given, pursuant to Government Code Section 65009, that any challenge of Public Hearing Agenda items in court, may be limited to raising only those issues raised by you or on your behalf at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to the Public Hearing on these matters.

The time within which judicial review must be sought of the action by the City Council, which acted upon any matter appearing on this agenda is governed by the provisions of Section 1094.6 of the California Code of Civil Procedure.

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email cityclerk@morganhill.ca.gov.

SUSTAINABLE MORGAN HILL



Vision

To sustain a safe, inclusive, socially responsible, environmentally conscious, and economically sound community.

Choose Morgan Hill

The City of Morgan Hill is the best community for people to live, work, visit, and operate their businesses.

Strategic Priorities 2024-2025

- Fiscal Sustainability
- Affordable Housing and Homelessness
- Community Engagement
- Economic Development and Tourism
- Transportation
- Healthy Community

City Council Ongoing Priorities

- Enhancing Public Safety and Quality of Life
- Protecting the Environment and Preserving Open Space and Agricultural Land
- Maintaining and Enhancing Infrastructure
- Supporting our Youth, Seniors, and Entire Community
- Fostering a Positive Organizational Culture
- Preserving and Cultivating Public Trust
- Preserving our Community History
- Enhancing Diversity and Inclusiveness
- Advocating for Local, Regional, and State Legislative Initiatives



CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Monica Delgado, Budget Manager

APPROVED BY: City Manager

ADOPT RESOLUTION ESTABLISHING THE GANN (PROPOSITION 4) APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-26

RECOMMENDATION(S)

Adopt Resolution establishing the Gann (Proposition 4) appropriations limit for Fiscal Year 2025-26

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

Fostering a Positive Organizational Culture

Preserving and Cultivating Public Trust

Preserving our Community History

Enhancing Diversity and Inclusiveness

Advocating for Local, Regional, and State Legislative Initiatives

2024-2025 Strategic Priorities

Fiscal Sustainability

Affordable Housing and Homelessness

Community Engagement

Economic Development and Tourism

Healthy Community

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

Climate Action Plan

Communications, Outreach, and Engagement Plan

Economic Blueprint

Fire Services Standards of Coverage

GIS Strategic Plan

Morgan Hill 2035 General Plan

Public Safety Master Plan

Storm Drain Master Plan

Vision Zero
 Water System Master Plan
 Wastewater System Master Plan

REPORT NARRATIVE:

The Gann appropriations limitation imposed by Proposition 4 (1979) and later amended by Proposition 111 (1990) creates a restriction on the amount of government revenue which may be appropriated in any fiscal year. Not all revenues are restricted by the Gann Limit, only those that are defined as “proceeds of taxes.” Additional appropriations to the budget funded by non-tax sources, such as charges for services, restricted revenues or grants, are not affected by the Appropriations Limit. Each year the City Council must adopt, by resolution, an appropriations limit.

California Revenue and Taxation Code section 2227 requires the Department of Finance to provide an estimate of the percentage change in population to local governments. Each local jurisdiction must use their population factor for January of the current year based on the greater of the annual population change for the City or the County, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for the fiscal year.

The State of California Department of Finance annually provides the California per capita personal income change percentage for purposes of calculating the Gann Limit. For fiscal year 2025-26, California's per capita personal income increased by 6.44%. The County's population increase is 0.04% versus the City's population increase of 0.06%. Therefore, the calculation for the fiscal year 2025-26 Gann Limit is based on the percentage change in California's per capita personal income and the City's population increase. The attachment details the calculation of the Gann Limit for fiscal year 2025-26.

COMMUNITY ENGAGEMENT:

Inform

California Government Code Section 7910 requires that documentation used in the determination of the appropriations limit and other necessary determinations be made available to the public at least 15 days prior to the meeting. Public notice of the Council meeting to adopt the Gann Limit was properly published in the Mercury News on May 31, 2025, and the required documentation was also made available on that date.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 4, 2025, the Council adopted Midcycle Budget Amendments.

On June 19, 2024, the Council adopted FY 2024-25 and 2025-26 Budgets.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact associated with adopting the City's Gann Limit.

CEQA (California Environmental Quality Act):

Not a Project

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MORGAN HILL ADOPTING THE FISCAL YEAR 2025-2026
APPROPRIATIONS LIMIT**

WHEREAS, the City of Morgan Hill Fiscal Year 2024-25 and 2025-26 Operating Budget was adopted on June 19, 2024;

WHEREAS, in accordance with the Government Code sections 7901 and 7910, the City of Morgan Hill's 2025-26 fiscal year General Fund appropriations limit is \$168,963,007 as shown on Schedule A;

WHEREAS, in accordance with the Government Code sections 7901 and 7910, the appropriations for the 2025-26 fiscal year, as shown on Schedule B, which are subject to the appropriations limit as set forth in Article XIII B of the California Constitution, do not exceed the limit as stated above;

WHEREAS, the annual adjustment factors that were selected to calculate the 2025-26 fiscal year limit were: 1) California Per Capita Personal Income adjustment factor of 1.0644; and 2) City Population Growth factor of 1.0006;

BE IT FURTHER RESOLVED that the City Council of the City of Morgan Hill does hereby approve and adopt the City of Morgan Hill Appropriations Limit and Appropriations Limit Adjustment Factors for Fiscal Year 2025-26.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 18th Day of June, 2025 by the following vote.

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED:

MICHELLE BIGELOW, CITY CLERK

MARK TURNER, MAYOR

• CERTIFICATION •

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the City Council at a Regular Meeting held on June 18, 2025.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL

DATE: _____

MICHELLE BIGELOW, City Clerk

SCHEDULE A

**CITY OF MORGAN HILL
 SPENDING LIMIT CALCULATION
 FISCAL YEAR 2025-26**

APPROPRIATIONS SUBJECT TO LIMIT

Fiscal Year 2025-26 General Fund Revenues	\$57,630,517
Less Non Proceeds of Tax	<u>18,993,031</u>
Total appropriations subject to limits	<u><u>\$38,637,486</u></u>

APPROPRIATIONS LIMIT

Fiscal year 2024-25 appropriations limit	\$158,644,955
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Plus Change Factor:

A. Cost of living adjustment - CPI	1.0644
B. Population Adjustment	1.0006

Total Change Factor	1.0650
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Increase in appropriations limit	<u>\$10,318,052</u>
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FISCAL YEAR 2025-26 APPROPRIATIONS LIMIT	<u><u>\$168,963,007</u></u>
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Remaining appropriations capacity	\$130,325,521
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Available capacity as a percent of appropriations limit	<u><u>77%</u></u>
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NOTES

- A. Cost of living adjustment is based on percentage change in California per capita income.
- B. Population adjustment is based on the greater of annual population change for the City of Morgan Hill or Santa Clara County.

**CITY OF MORGAN HILL
 SPENDING LIMIT CALCULATION
 FISCAL YEAR 2025-26**

REVENUE SOURCE	PROCEEDS OF TAX	NON PROCEEDS OF TAX	TOTALS
Property Tax	\$ 21,409,541		\$ 21,409,541
Sales Tax	11,511,087		11,511,087
Transient Occupancy Tax	2,658,340		2,658,340
Public Safety Sales Tax	478,182		478,182
Property Transfer Tax	642,000		642,000
Business License / Other Permits	282,750		282,750
Motor Vehicle in Lieu	63,654		63,654
Transfer from Fund 202 Street Fund Gax Tax	851,932		851,932
Use of Money and Property	740,000	1,755,567	2,495,567
Fines and Penalties		84,800	84,800
Other Revenue / Other Agencies		1,101,740	1,101,740
Police and Fire Fees		616,795	616,795
Franchise Revenue		3,354,166	3,354,166
Current Service Charges General Govt.		9,520,755	9,520,755
Transfers		2,559,208	2,559,208
Total	\$ 38,637,486	\$ 18,993,031	\$ 57,630,517
Percentage of Total	67%	33%	100.00%



CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

ADOPT RESOLUTION TO SUPPORT GRANT FUNDING FOR DOWNTOWN ELECTRIC VEHICLE (EV) CHARGING FROM THE METROPOLITAN TRANSPORTATION COMMISSION

RECOMMENDATION(S)

Adopt resolution of support for grant funding from the Metropolitan Transportation Commission for Downtown EV Charging in the amount of \$1,052,000.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment and Preserving Open Space and Agricultural Land
Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Transportation Master Plan

REPORT NARRATIVE:

The Metropolitan Transportation Commission (MTC) is the transportation planning, financing, and coordinating agency for the nine-county San Francisco Bay Area. MTC's regional One Bay Area Grant Program (OBAG 3) includes funding for several initiatives to support local implementation of key Plan Bay Area 2050 (PBA 2050) strategies. In late 2024, the MTC released a call for grant-funded projects for the purchase and installation of charging infrastructure for electric vehicles, bikes and scooters. City staff applied for this grant funding, and through this process has been awarded a [Capital Program Implementation Grant](#) of \$1,052,000 for charging infrastructure within the downtown area. To receive these funds and move forward with the design of the project, the City Council must adopt a resolution of support (Attachment 1).

The grant funding will support the construction of 31 charging ports in three parking areas. The charging ports will be comprised of fifteen (15) direct current fast chargers, ten (10) Level 2 charge ports, and six (6) charging bike racks. The locations for charging will be at the Community and Cultural Center, the Depot Street Parking lot at Third Street, and the City Parking lot between Second and First streets west of Monterey

Road. A conceptual diagram for the charging infrastructure is included in Attachment 2.

The total cost of the project is estimated at \$1,188,000. The grant funding requires matching funding at 11.47%. During the grant application period, Silicon Valley Clean Energy offered its services in supporting design work and also offered to cover matching funds needed by member agencies. Silicon Valley Clean Energy has provided a letter of commitment (Attachment 3) to fund approximately \$136,000, which will allow the City to not have any direct costs associated with the implementation of the grant.

COMMUNITY ENGAGEMENT:

Inform

The City has not engaged the community on this grant specifically. However, the City worked through extended engagement during the development of the City's Climate Action Plan (CAP).

ALTERNATIVE ACTIONS:

The City Council could choose not to accept this grant funding.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City's CAP was adopted in December 2021. The CAP established goals which this grant opportunity will help to fulfill.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact on the City in accepting this grant due to Silicon Valley Clean Energy's commitment to fund the required matching funds for the grant. The grant and project will be managed by the City's Public Services Department and will require significant work, but can be achieved with existing resources and is recommended based on the significant value of the grant. City staff will bring forward a budget amendment in the future after bidding for the project.

CEQA (California Environmental Quality Act):

Categorical Exemption

Installation of the Electric Vehicle Chargers falls under the Class 3 Exemption: New Construction or Conversion of Small Structures (California Code of Regulations, Title 14, Section 15303).

RESOLUTION NO. 25-XXX

AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO MTC AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCE TO COMPLETE THE PROJECT

WHEREAS, the City of Morgan Hill (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$1,052,000 in funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Block Grant Program (STP) funding, Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, Carbon Reduction Program (CRP) funding, Transportation Alternatives (TA) set-aside/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the City of Morgan Hill Transit Hub Charging Stations (herein referred to as PROJECT) for the Capital Investment Charging Infrastructure Program (herein referred to as PROGRAM); and

WHEREAS, the United States Congress from time to time enacts and amends legislation to provide funding for various transportation needs and programs, (collectively, the FEDERAL TRANSPORTATION ACT) including, but not limited to the Surface Transportation Block Grant Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149), the Carbon Reduction Program (CRP) (23 U.S.C. § 175), and the Transportation Alternatives (TA) set-aside (23 U.S.C. § 133); and

WHEREAS, state statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

WHEREAS, pursuant to the FEDERAL TRANSPORTATION ACT, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally-significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP); and

WHEREAS, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following: the commitment of any required matching funds; and

- that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
- that the PROJECT will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
- the assurance of the sponsor to complete the PROJECT as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
- that the PROJECT will have adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and
- that the PROJECT will comply with all project-specific requirements as set forth in the PROGRAM; and
- that APPLICANT has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective County Transportation Agency (CTA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and
- in the case of a transit project, the PROJECT will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region; and
- in the case of a highway project, the PROJECT will comply with MTC Resolution No. 4104, which sets forth MTC's Traffic Operations System (TOS) Policy to install and activate TOS elements on new major freeway projects; and
- in the case of an RTIP project, state law requires PROJECT be included in a local congestion management plan, or be consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the County Transportation Agency (CTA); and

WHEREAS, that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

WHEREAS, there is no legal impediment to APPLICANT making applications for the funds; and

WHEREAS, there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

WHEREAS, MTC requires that a copy of this resolution be transmitted to the MTC in conjunction with the filing of the application.

NOW, THEREFORE, BE IT RESOLVED that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY

FUNDING under the FEDERAL TRANSPORTATION ACT or continued funding; and be it further

RESOLVED that APPLICANT will provide any required matching funds; and be it further

RESOLVED that APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and be it further

RESOLVED that APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective County Transportation Agency (CTA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and be it further

RESOLVED that PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and be it further

RESOLVED that APPLICANT has reviewed the PROJECT and has adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and be it further

RESOLVED that PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and be it further

RESOLVED that, in the case of a transit project, APPLICANT agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution No. 3866, revised; and be it further

RESOLVED that, in the case of a highway project, APPLICANT agrees to comply with the requirements of MTC's Traffic Operations System (TOS) Policy as set forth in MTC Resolution No. 4104; and be it further

RESOLVED that, in the case of an RTIP project, PROJECT is included in a local congestion management plan, or is consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the County Transportation Agency (CTA); and be it further

RESOLVED that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further

RESOLVED that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and be it further

RESOLVED that there is no legal impediment to APPLICANT making applications for the funds; and be it further

RESOLVED that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

RESOLVED that APPLICANT authorizes its Executive Director, General Manager, City Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and be it further

RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

RESOLVED that the MTC is requested to support the application for the PROJECT described in the resolution, and if approved, to include the PROJECT in MTC's federal TIP upon submittal by the project sponsor for TIP programming.

PASSED AND ADOPTED by the City Council of Morgan Hill on this 18th day of June 2025 by the following vote:

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

∞ **CERTIFICATION** ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-XXX, adopted by the City Council at its meeting held on June 18, 2025.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

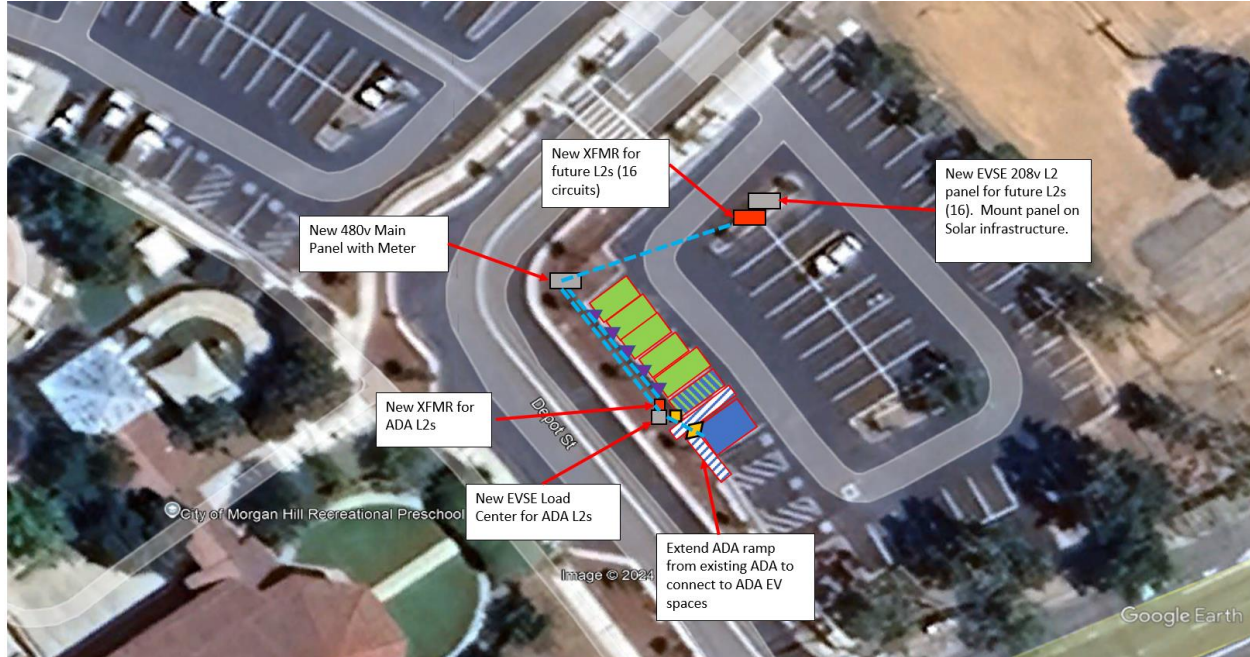
DATE: _____

Michelle Bigelow, City Clerk

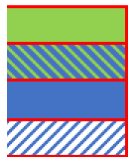
Morgan Hill EV Charging Approximate Site Locations for MTC Climate Grant

Site 1 Charger Location: Morgan Hill Community and Cultural Center

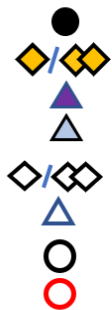
Address: 17000 Monterey Road, Morgan Hill



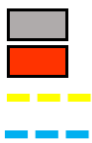
Legend



- EV Charging Space
- ADA Non-Exclusive EV Space
- ADA Exclusive EV Space
- Access Aisle



- L1 Port
- L2 Port/Dual
- L3 Port
- L3 Port (24kW)
- Make Ready L2 Port
- Make Ready L3 Port
- Make Ready L1 Outlet
- Make Ready L2 Outlet

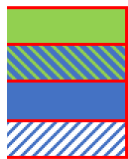


- Panel/Load Center
- Transformer
- Conduit/Raceway
- Buried Conduit/Raceway

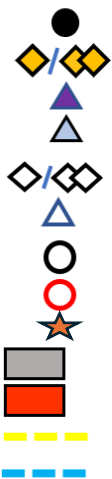
Site 2 Charger Location: Morgan Hill Depot Street Parking Lot
 Address: 17300 Depot Street, Morgan Hill



Legend



- EV Charging Space
- ADA Non-Exclusive EV Space
- ADA Exclusive EV Space
- Access Aisle




















- L1 Port
- L2 Port/Dual
- L3 Port
- L3 Port (24kW)
- Make Ready L2 Port
- Make Ready L3 Port
- Make Ready L1 Outlet
- Make Ready L2 Outlet
- Bike Scooter Charging Racks
- Panel/Load Center
- Transformer
- Conduit/Raceway
- Buried Conduit/Raceway

Site 3 Charger Location: Morgan Hill Parking Lot
 Address: 20-30 West 1st Street, Morgan Hill



Legend

	EV Charging Space
	ADA Non-Exclusive EV Space
	ADA Exclusive EV Space
	Access Aisle
	L1 Port
	L2 Port/Dual
	L3 Port
	L3 Port (24kW)
	Make Ready L2 Port
	Make Ready L3 Port
	Make Ready L1 Outlet
	Make Ready L2 Outlet
	Bike Scooter Charging Racks
	Panel/Load Center
	Transformer
	Conduit/Raceway
	Buried Conduit/Raceway



333 W El Camino Real, Ste. 330 | Sunnyvale, CA 94087 | svcleanenergy.org | 1-844-474-SVCE

Tina Walia, Chair
City of Saratoga

December 13, 2024

George Tyson, Vice Chair
Town of Los Altos Hills

James Choe
Metropolitan Transportation Commission (MTC)
375 Beale Street, Suite 800
San Francisco, CA 94105-2066

Elliot Scozzola
City of Campbell

Subject: Letter of Commitment for Matching Funds – 2024 Climate Program Implementation Grant- Charging Infrastructure City of Morgan Hill Transit Hub Charging Stations Project

Sheila Mohan
City of Cupertino

Dear James Choe,

Zach Hilton
City of Gilroy

The Silicon Valley Clean Energy Board of Directors wishes to express its support and commitment to providing the required 11.47% project cost match for the proposed grant project, "City of Morgan Hill Transit Hub Charging Stations," should the application be successful.

Sally Meadows
City of Los Altos

We understand that the matching funds must be used specifically for allowable uses as stipulated in the grant agreement and will be accounted for separately within our project budget. We are confident that securing this grant, alongside our matching commitment, will significantly enhance the impact of the City of Morgan Hill's proposed charging infrastructure project and support the desired goals and outcomes of the grant program.

Rob Rennie
Town of Los Gatos

Please do not hesitate to contact us if you require any additional information regarding our commitment to this project.

Evelyn Chua
City of Milpitas

Bryan Mekechuk
City of Monte Sereno

Yvonne Martinez Beltran
City of Morgan Hill

Sincerely,

Pat Showalter
City of Mountain View

DocuSigned by:

Monica Padilla

573FC104110B4CO...

Monica Padilla

Larry Klein
City of Sunnyvale

Chief Executive Officer
Silicon Valley Clean Energy
O: 408.549-2678 x1009
monica.padilla@svcleanenergy.org

Otto Lee
County of Santa Clara



CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Cynthia Iwanaga, Management Analyst

APPROVED BY: City Manager

APPROVE AMENDMENT TO BURR PLUMBING AND PUMPING, INC. ON-CALL MAINTENANCE SERVICE AGREEMENT

RECOMMENDATION(S)

Authorize the City Manager to execute a fifth amendment to the maintenance service agreement with Burr Plumbing and Pumping, Inc., extending the term of the agreement to June 30, 2026 and increasing the amount of the agreement to \$407,625.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

REPORT NARRATIVE:

The City contracts with multiple plumbing contractors to provide plumbing services on an as-needed basis for City facilities. In June 2019, the City Council approved an on-call maintenance service agreement with Burr Plumbing and Pumping, Inc. to provide plumbing and pumping services. In June 2021, April 2022, and April 2023, the agreement was extended for one year and the amount of the agreement for each of the extended terms increased 5% or less annually per City Manager authority. In February 2024, the City Council approved the fourth amendment, increasing the amount of the agreement by \$100,000 to \$307,625 and extending the term through June 30, 2025. For FY 25-26, Burr Plumbing and Pumping, Inc. has agreed not to raise the hourly rates. To date, \$254,161 of the \$307,625 has been expended, leaving a balance of \$53,464 available. City staff is recommending approval of this fifth amendment to extend the current agreement to June 30, 2026 and increase the amount of the agreement by \$100,000 for a total amount of \$407,625.

Staff recommends approval of this amendment for two reasons: First, there will be no increase to Burr Plumbing and Pumping, Inc.'s hourly rates. Second, competitive bids upon notice would not likely result in lower pricing to the City from a responsible bidder, and would likely cause unnecessary expense or delay under the circumstances.

COMMUNITY ENGAGEMENT:

Not Applicable

Since plumbing services are a regular and expected City maintenance service, no

specific engagement activities were conducted to inform the community about this proposed amendment.

ALTERNATIVE ACTIONS:

The City Council could direct staff to issue a Request for Proposals for these services. City staff does not recommend this option as it may result in increased costs without increased service performance. City staff plans to issue a Request for Proposals for on-call plumbing services in spring 2026.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 26, 2019, the City Council approved and awarded on-call plumbing maintenance service agreements. On February 21, 2024, City Council approved the execution of the fourth amendment extending the term to June 30, 2025 and increasing the maximum compensation to \$307,625.

FISCAL AND RESOURCE IMPACT:

The agreement is funded via various maintenance budgets for the individual City facilities where the repair and maintenance work occurs (Fund 010 - General Fund and Fund 740 - Building Maintenance).

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this staff report are categorically exempt under CEQA, specifically pursuant to Section 15301 (c) CEQA Guidelines (Existing Facilities), as the subject work involves the repair, maintenance or minor alteration of existing City facilities involving negligible or no expansion of use of those facilities.

**FIFTH AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING, INC.**

This FIFTH AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BURR PLUMBING AND PUMPING, INC., a California Corporation ("SERVICE PROVIDER") or ("CONTRACTOR"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Fifth Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One Hundred Thousand Dollars (\$100,000.00) ("MAINTENANCE SERVICE AGREEMENT").
3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of June 28, 2021, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to One Hundred Fifty Thousand Dollars (\$150,000.00) and the term extended until June 30, 2022.
4. The CITY and SERVICE PROVIDER entered into a "Second Amendment to Agreement" made as of April 10, 2022, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to Two Hundred Two Thousand Five Hundred Dollars (\$202,500.00) and the term extended until June 30, 2023.
5. The CITY and SERVICE PROVIDER entered into a "Third Amendment to Agreement" made as of April 25, 2023, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to Two Hundred Fifty-Seven Thousand Six Hundred Twenty-Five Dollars (\$257,625.00) and the term extended until June 30, 2024.
6. The CITY and SERVICE PROVIDER entered into a "Fourth Amendment to Agreement" made as of March 29, 2024, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to Three Hundred Seven Thousand Six Hundred Twenty-Five Dollars (\$307,625.00) and the term extended until June 30, 2025. The MAINTENANCE SERVICE AGREEMENT, and the First, Second, Third and Fourth Amendments thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE AGREEMENT, as amended, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:
 - A. Paragraph 2 shall be amended and replaced in its entirety by the following:
 - "2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2026."

B. Paragraph 4.1 shall be amended to reflect the increased total compensation that shall not exceed FOUR HUNDRED SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$407,625.00).

C. Paragraph 6 shall be amended and replaced in its entirety by the following:

“6. Performance of Work. SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. SERVICE PROVIDER is liable for any property damage caused by SERVICE PROVIDER or its Subcontractors during performance of the services and shall notify the CITY of damage within 24 hours of the occurrence. SERVICE PROVIDER must promptly repair or replace any real or personal property damage and must promptly restore the property to its original or intended condition. CITY may repair or replace the real or personal property damage if SERVICE PROVIDER fails to do so, and the cost of the repairs or replacement may be deducted or offset from any compensation due to SERVICE PROVIDER.

6.1. Schedule. SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on **Exhibit C**, "Schedule of Performance," attached hereto and incorporated herein by this reference. The City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement.

6.2. Storage of Service Provider's Equipment. If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER'S equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of the City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at SERVICE PROVIDER'S sole risk.”

D. Paragraph 8.2.1.1 shall be amended and replaced in its entirety by the following:

“ 8.2.1.1. “Additionally Insured” – The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insured on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

8.2.1.2. “Waiver of Rights of Subrogation” – The insurer waives the right of subrogation against the City of Morgan Hill and CITY’S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

8.2.1.3. “Primary and Non-Contributing” - Insurance shall be endorsed to be primary and non-contributory and will seek contribution from the CITY’S insurance or self-insurance and shall be at least as broad as ISO Form CG Form CG 20 01.”

E. Paragraph 10.2 shall be amended and replaced in its entirety by the following:

“10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite.

- 10.2.1. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.2.2. SERVICE PROVIDER must comply with the provisions of Labor Code Sections 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records.
- 10.2.3. As applicable, if the Agreement Amount exceeds Thirty Thousand Dollars (\$30,000.00), SERVICE PROVIDER is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is fully incorporated by reference.
- 10.2.4. SERVICE PROVIDER must comply with the provisions of Labor Code Section 1815 with respect to payment of overtime.
- 10.2.5. Under Labor Code Section 1813, SERVICE PROVIDER will forfeit to CITY as a penalty, the sum of Twenty-Five Dollars (\$25.00) for each day during which a worker employed by SERVICE PROVIDER or any subcontractor is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815.”

E. Paragraph 13 shall be amended and replaced in its entirety by the following:

“13. **Conflict of Interest and Reporting.** SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). SERVICE PROVIDER will further comply and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 (“Levine Act”) and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8).”

- 2. **Notice of Security and/or Privacy Incident.** If SERVICE PROVIDER, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, SERVICE PROVIDER shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery, or notification of the incident or potential breach, notify CITY

of such incident or potential breach. SERVICE PROVIDER shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, SERVICE PROVIDER shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. SERVICE PROVIDER agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

3. **Counterpart Signatures**. This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding agreement.

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[Signatures on the Next Page]

4. **Conflicts.** In the event of a conflict between the terms and provisions of this Fifth Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment, the terms of this Fifth Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Christina Turner, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:
Donald A. Larkin, City Attorney

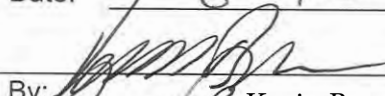
BURR PLUMBING AND PUMPING, INC.

Date: _____

By:  Eric Burr, President

Title: President
Print Name and Title of Signer.
If Corporate: Chairman, President,
or Vice President

Date: 6-10-25

By:  Kevin Burr, Sec./Treasurer

Title: _____
Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer, or
Assistant Treasurer

Date: 6/10/25

730349

Contractor's License Number(s) (if applicable)

1000016323

Contractor's DIR Registration Number(s) (if applicable)

Expiration Date(s) 12/31/2026

Expiration Date(s) 6/30/2025

Seal:

EXHIBIT 1

FOURTH AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING, INC.

This FOURTH AMENDMENT TO AGREEMENT is entered into and becomes effective on 3/29/2024 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BURR PLUMBING AND PUMPING, INC., a California Corporation ("SERVICE PROVIDER"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Fourth Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on February 21, 2024.
2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One Hundred Thousand Dollars (\$100,000.00) ("MAINTENANCE SERVICE AGREEMENT").
3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of June 28, 2021, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to One Hundred Fifty Thousand Dollars (\$150,000.00) and the term extended until June 30, 2022.
4. The CITY and SERVICE PROVIDER entered into a "Second Amendment to Agreement" made as of April 10, 2022, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to Two Hundred Two Thousand Five Hundred Dollars (\$202,500.00) and the term extended until June 30, 2023.
5. The CITY and SERVICE PROVIDER entered into a "Third Amendment to Agreement" made as of April 25, 2023, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to Two Hundred Fifty-Seven Thousand Six Hundred Twenty-Five Dollars (\$257,625.00) and the term extended until June 30, 2024. The MAINTENANCE SERVICE AGREEMENT, and the First, Second and Third Amendments thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE AGREEMENT, as amended, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2025."

B. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

"4.1. **Amount.** Compensation under this Agreement shall not exceed THREE HUNDRED SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$307,625.00) and shall be

billed based on the rate and basis set forth in **Exhibit B**.

2. **Conflicts.** In the event of a conflict between the terms and provisions of this Fourth Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment, the terms of this Fourth Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

DocuSigned by:

Michelle Bigelow

Michelle Bigelow, City Clerk

Date: 3/29/2024

CITY OF MORGAN HILL

DocuSigned by:

Christina Turner

Christina Turner, City Manager

Date: 3/29/2024

APPROVED AS TO FORM:

DocuSigned by:

Donald Larkin

Donald Larkin, City Attorney

Date: 3/26/2024

BURR PLUMBING AND PUMPING, INC.

By:

Title:

Eric Burr, Pres

Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date:

3-1-24

By:

Title:

Kevin Burr / Sec / Treas
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date:

2/1/24

128-04-19-082

EXHIBIT 1

**THIRD AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING , INC.**

This THIRD AMENDMENT TO AGREEMENT is entered into and becomes effective on 4/25/2023 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BURR PLUMBING AND PUMPING, INC., a California Corporation ("SERVICE PROVIDER"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Third Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June 26, 2019.
2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One Hundred Thousand Dollars (\$100,000.00) ("MAINTENANCE SERVICE AGREEMENT").
3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of June 28, 2021, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to One Hundred Fifty Thousand Dollars (\$150,000.00) and the term extended until June 30, 2022.
4. The CITY and SERVICE PROVIDER entered into a "Second Amendment to Agreement" made as of April 10, 2022, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to Two Hundred Two Thousand five hundred Dollars (\$202,500.00) and the term extended until June 30, 2023. The MAINTENANCE SERVICE AGREEMENT, and the First, and Second Amendments thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE AGREEMENT, as amended, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2024. "

B. Paragraph 4.1 shall be amended, and replaced in its entirety by the following:

"4.1. **Amount.** Compensation under this Agreement shall not exceed TWO HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$257,625.00) and shall be billed based on the rate and basis set forth in **Exhibit B.**"

///

[Signatures on the Next Page]

2. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, 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.

3. **Conflicts.** In the event of a conflict between the terms and provisions of this Third Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment, the terms of this Third Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.

ATTEST:

DocuSigned by:

Michelle Bigelow

Michelle Bigelow, City Clerk

Date: 4/25/2023

CITY OF MORGAN HILL

DocuSigned by:

Christina Turner

Christina Turner, City

Date: 4/25/2023

APPROVED AS TO FORM:

DocuSigned by:

Donald Larkin

Donald Larkin, City Attorney

Date: 4/18/2023

BURR PLUMBING AND PUMPING, INC.

By:

Title:

Eric Burr, President

Print Name and Title of Signer.
If Corporate: Chairman, President or
Vice President

Date:

4-21-23

By:

Title:

BEVIN BURR

Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer, or
Assistant Treasurer

Date:

4/11/23

128-04-19-082

EXHIBIT 1

SECOND AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING, INC.

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on 4/10/2022 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BURR PLUMBING AND PUMPING, INC., a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June 26, 2019
2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One Hundred Thousand Dollars (\$100,000.00) ("MAINTENANCE SERVICE AGREEMENT").
3. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of June 28, 2021, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to One Hundred-Fifty Thousand Dollars (\$150,000.00). The MAINTENANCE SERVICE AGREEMENT and the First Amendment thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE AGREEMENT, as amended, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from July 1, 2019, until June 30, 2023. The City Manager is authorized to extend the term of this Agreement for up to an additional one-year period. City Manager may exercise this option only if, in City Manager's discretion, SERVICE PROVIDER has demonstrated superior performance in provision of on call plumbing maintenance and repair services to CITY. Any such extension shall be in writing and signed by both parties to this Agreement."

B. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

"4.1. **Amount.** Compensation under this Agreement shall not exceed TWO HUNDRED TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$202,500.00) and shall be billed based on the rate and basis set forth in Exhibit B. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed

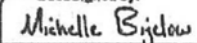
for each subsequent extended one-year term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the immediately preceding prior year of service."

- 2. All references to "electrical" work in Exhibit 1 shall be deemed to mean "plumbing" work.
- 3. **Conflicts.** In the event of a conflict between the terms and provisions of this Second Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT or any earlier amendment, the terms of this Second Amendment to Agreement shall govern and control.


TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.


ATTEST:

DocuSigned by:

 Michelle Bigelow, City Clerk
 Date: 4/11/2022

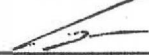
CITY OF MORGAN HILL

DocuSigned by:

 Christina Turner, City Manager
 Date: 4/10/2022


APPROVED AS TO FORM:

DocuSigned by:

 Donald A. Larkin, City Attorney
 Date: 4/7/2022

BURR PLUMBING AND PUMPING, INC.

By: 
 Title: Eric Burr, Chairman, President
 Print Name and Title of Signer.
 If Corporate: Chairman, President or Vice President

Date: 3-30-22

By: 
 Title: KEVIN RUDO, SEC
 Print Name and Title of Signer.
 If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 3.30.22

EXHIBIT I

FIRST AMENDMENT TO AGREEMENT
BURR PLUMBING AND PUMPING, INC.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 6/28/2021 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BURR PLUMBING AND PUMPING, INC., a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June 26, 2019.
2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of July 5, 2019, for services for a maximum compensation of One-Hundred Thousand dollars (\$100,000.00) ("MAINTENANCE SERVICE AGREEMENT"). The MAINTENANCE SERVICE AGREEMENT is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the MAINTENANCE SERVICE AGREEMENT, as amended, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. Term of Agreement. This Agreement shall be effective and cover services rendered from ~~July 1, 2019, until June 30, 2022~~ at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for up to an additional two one-year periods. City Manager may exercise this option only if, in City Manager's discretion, SERVICE PROVIDER has demonstrated superior performance in provision of on-call plumbing maintenance and repair services to CITY, any such extension shall be in writing and signed by both Parties to this Agreement."

B. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

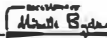
"4.1 Amount: Compensation under this Agreement shall not exceed ONE HUNDRED FIFTY-THOUSAND AND NO/00 DOLLARS (\$150,000.00) and shall be billed based on the rate and basis set forth in Exhibit B. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the extended term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the initial term of this Agreement."

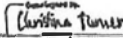
2. **Conflicts.** In the event of a conflict between the terms and provisions of this First Amendment to Agreement and the terms and provisions of the MAINTENANCE SERVICE AGREEMENT, the terms of this First Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:


CITY OF MORGAN HILL



Michelle Bigelow, City Clerk
Date: 6/25/2021


Christina J. Turner, City Manager
Date: 6/25/2021


APPROVED AS TO FORM:

BURR PLUMBING AND PUMPING, INC.


Donald A. Larkin, City Attorney
Date: 6/25/2021


By: Eric Burr, Chairman & President
Title: Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 06/24/2021


By: Mark Burr, VP, Secretary
Title: Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 06/24/2021

128-04-19-082

EXHIBIT I

MAINTENANCE SERVICE AGREEMENT
Burr Plumbing and Pumping, Inc.

THIS AGREEMENT is entered into and becomes effective on 7/5/19 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Burr Plumbing and Pumping, Inc. a California corporation ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. City Authority. This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June 26, 2019.

2. Term of Agreement. This Agreement shall cover services rendered from July 1, 2019 of this Agreement until June 30, 2021 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for up to three, one-year periods. City Manager may exercise this option only if, in City Manager's discretion, SERVICE PROVIDER has demonstrated superior performance in provision of on-call electrical maintenance and repair services to CITY. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. Scope of Service. The services to be performed by SERVICE PROVIDER shall be on-call plumbing and pumping maintenance and repair services as further described in Exhibit A.

4. Compensation. SERVICE PROVIDER shall be compensated as follows:

4.1. Amount. \$100,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed One hundred thousand dollars and shall be billed based on the rate and basis set forth in Exhibit B. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the extended term exceed 105% of the maximum compensation allowed to be paid to CONSULTANT for one year of service during the initial term of this Agreement.

4.2. Billing. SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving sixty (60) days' written notice or less under urgent circumstances. Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The City Manager is authorized to terminate this AGREEMENT, in whole or in part, on behalf of CITY.

6. **Performance of Work.** SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. The City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER'S equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of the City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at SERVICE PROVIDER'S sole risk.

7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

8. **Insurance Requirements.** SERVICE PROVIDER shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of SERVICE PROVIDER, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. SERVICE PROVIDER further understands that CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to SERVICE PROVIDER, at any time as deemed necessary to protect the interests of CITY.

8.1. **Insurance Types and Amounts.**

8.1.1. **Commercial General Liability (CGL).** SERVICE PROVIDER shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such

Insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 8.1.2. Automobile Liability. SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.3. Workers' Compensation Insurance and Employer's Liability. SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. Pollution (Environmental) Liability. If the performance of SERVICE PROVIDER's work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, SERVICE PROVIDER shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.5. Professional Liability.
- 8.1.5.1. If the performance of SERVICE PROVIDER's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), SERVICE PROVIDER shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if SERVICE PROVIDER maintains a claims-made policy, SERVICE PROVIDER shall provide written evidence of such insurance to CITY for at least five (5) years after the completion of work performed under this Agreement.

8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such Insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined Insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.5.3. If the performance of SERVICE PROVIDER's work or service under this Agreement involves contact with minors, SERVICE PROVIDER shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined Insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.2. Endorsements. SERVICE PROVIDER shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

8.2.1. General Liability.

8.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

8.2.1.2. The insurer waives the right of subrogation against the City of Morgan Hill and CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

8.2.1.3. Insurance shall be primary non-contributing.

8.2.2. Workers Compensation.

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then Insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

8.3. Qualification of Insurers. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

8.4. Certificates. SERVICE PROVIDER shall furnish CITY with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to SERVICE PROVIDER's agreement with CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein

Certificate Holder address:

**City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037**

9. Non-Liability of Officials and Employees of CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

10. Compliance with Law.

10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, 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 and the California Labor Code.

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

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER 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 SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: 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 SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, CITY reserves the right to withhold payment to SERVICE PROVIDER until such judgment, decision or order has been satisfied in full.

Material Breach: 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 to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17675 Peak Avenue, Morgan Hill, CA 95037. 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.

11. Independent Contractor. SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.

12. Confidentiality. All data, documents, or other information received by SERVICE PROVIDER from CITY or prepared in connection with SERVICE PROVIDER'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by SERVICE PROVIDER without prior written consent by CITY.

13. Conflict of Interest and Reporting. SERVICE PROVIDER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

14. Notices. All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of SERVICE PROVIDER is as follows:

Burr Plumbing and Pumping, Inc.
1645 Almaden Road
San Jose, CA 95125

Address of CITY is as follows:

Cynthia Iwanaga	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

15. Licenses, Permits and Fees. SERVICE PROVIDER shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

16. CONSULTANT'S Proposal. If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

17. Maintenance of Records.

17.1. Maintenance. SERVICE PROVIDER shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. SERVICE PROVIDER shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then SERVICE PROVIDER shall retain said records until such action is resolved.

17.2. Access to and Audit of Records. CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of SERVICE PROVIDER and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of CITY or as part of any audit of CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

17.3. Ownership of Work Product. All documents or other information developed or received by SERVICE PROVIDER for work performed under this Agreement shall be the property of CITY. SERVICE PROVIDER shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

18. Familiarity with Work. By executing this Agreement, SERVICE PROVIDER represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should SERVICE PROVIDER discover any conditions materially differing from those inherent in the work or

as represented by CITY, it shall immediately inform CITY and shall not proceed, except at SERVICE PROVIDER'S risk, until written instructions are received from CITY.

19. **Time of Essence.** Time is of the essence in the performance of this Agreement.

20. **No Assignment.** Neither this Agreement nor any portion shall be assigned by SERVICE PROVIDER, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.

21. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

22. **Defense and Indemnification.**

22.1. **Defense and Indemnification.** SERVICE PROVIDER shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, fines, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

22.2. **Exceptions.** SERVICE PROVIDER is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of CITY.

22.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by SERVICE PROVIDER.

22.4. **Right to Offset.** CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER's failure to pay CITY promptly any indemnification arising under this Section (22) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

22.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

23. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and SERVICE PROVIDER. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

24. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

25. Interpretation. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

26. Preservation of Agreement. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. Binding Agreement. Notwithstanding the provisions of Section 20 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

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(Signatures on Next Page)

28. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

[Signature]
City Clerk/Deputy City Clerk

CITY OF MORGAN HILL

[Signature]
City Manager

Michelle Bigelow
Print Name

Christina J. Turner
Print Name

Date: 7/5/19

Date: 7-5-19

APPROVED AS TO FORM:

[Signature]
City Attorney

BURR PLUMBING AND PUMPING, INC.

[Signature]
By:

Donald A. Larkin
Print Name

ERIC BURR, President
Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 7-3-19

Date: 06/04/2019

[Signature]
By:

MARK BURR, VP, Secretary
Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 06/04/2019

730349
Contractor's License Number(s) (if applicable)

1000010323 - PW-LR 10002975159
Contractor's DIR Registration Number(s) (if applicable)

Expiration Date(s) 12/31/2020

Expiration Date(s) 06/30/2019 - 6/30/2021

Seal:
Use: Legal Forms, Consultant Agreements, City Maintenance Service Agreements, Docu

**EXHIBIT A
SCOPE OF SERVICES**

Contractor will provide full-service, on-call plumbing maintenance and repair services and administer the duties and responsibilities as stated in this contract, in compliance with all applicable laws, regulations, policies and procedures.

Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call plumbing maintenance and repair work at various City facilities (see Attachment A).

The work will include the provision of a total maintenance and repair program consisting of a variety of tasks including, but not limited to, laying out, installing, replacing, piping, and testing plumbing service and plumbing systems and components. Systems include, but are not limited to domestic water, heating, cooling, hot water systems, conditioned water systems, pool water systems, sanitary sewer and storm systems as well as all related components required for municipal buildings and facilities. Services will include, but not be limited to installing and repairing piping, fixtures and maintenance for commodes, urinals, drinking fountains, pools, water spray features, heating and air conditioning systems as well as additional plumbing related issues as they arise and the services necessary to insure safe, well maintained influent, effluent and closed loop systems for City employees and the public. The scope and number of projects and tasks are unknown at the time of contract execution.

The Contractor shall leave work areas free of all dirt, litter, lubricants, or other materials utilized to perform electrical maintenance.

The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access by the public or unauthorized City staff to work areas.

The Contractor shall respond to all requests for repairs or unscheduled emergency repairs as required, 24 hours per day, 365 days per year, including holidays. All costs for labor and materials for these calls shall be included in the proposal. Response time by the Contractor shall be within four (4) hours of all requests.

The Contractor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. Contractor will also be responsible for discarding all used materials.

2-1 SCOPE OF SERVICE The Contractor shall provide full-service on-call plumbing maintenance and repair services to City Facilities. Contractor shall retain professional personnel who have successfully and competently provided municipal facility plumbing maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to effectively repair and maintain, to the satisfaction of the City representative, all aspects of plumbing systems in City defined facilities with minimal downtime. All maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, shall meet warranties and be in conformance to all applicable laws, codes and regulations. The successful Contractor's electrical maintenance and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.

2-2 SERVICES TO BE PROVIDED It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all facility plumbing maintenance and repair functions during hours of operation and for response after normal working hours. Contractor shall maintain the appropriate license and will comply with all other license, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

2-3 TERM OF SERVICE The term of the contract will be from July 1, 2019 through June 30, 2021. The contract may be canceled or any portion thereof at any time during the term of service and such cancellations shall be effective upon giving sixty (60) days written notice. The City, at its option, may renew this contract for up to three, one year periods, beginning on July 1, 2021. This option will be exercised only if the contractor has demonstrated superior performance in provision of On-Call Plumbing Maintenance and Repair Services to the City.

Pricing apply to the period of July 1, 2019 to June 30, 2021. If the contract is renewed, a 3% cost escalation will automatically be applied for each subsequent year beginning on July 1, 2021.

2-4 WORK HOURS Scheduled maintenance and repairs shall typically occur during normal business hours. Facility business hours are:

- Aquatics Center is open weekdays from 5:00 a.m. to 8:00 p. m., Saturdays from 7:00 a.m. to 12:00 p.m. (summer season to 6:30 p.m.), and Sundays 11:30 a.m. to 6:30 p.m. (summer season only).
- Centennial Recreation Center is an active facility on Weekdays from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
- City Hall is open Monday-Friday 8:00 a.m. – 5 p.m.
- Chambers Building is open Monday-Friday 8:00 a.m. – 5 p.m.
- The Community and Cultural Center is open Monday-Friday 8:00 a.m. – 5 p.m.
- El Toro Youth Center is open Monday-Friday 2:00 p.m. – 6:00 p.m.
- The Friendly Inn is open Monday-Saturday 8:00 a.m. to 10:00 p.m.
- The Outdoor Sports Complex – coordinate hours with Project Manager, Dale Dapp
- The Police Department is open Monday-Friday 8 a.m. – 5:30 p.m.
- The Public Works Corporation Yard is open Monday-Thursday 6:30 a.m. – 4:00 p.m. and Fridays from 8:30 a.m. -3:00 p.m.
- The Villas are open Monday-Friday 8:00 a.m. – 5 p.m.
- Community Park Restrooms are open seven days a week 6 a.m. to 10 p.m.
- Galvan Park Restroom are open seven days a week 6 a.m. to 10 p.m.

2-5 SERVICE AVAILABILITY The Contractor shall have trouble-call service available on a twenty-four hours a day, seven days a week basis with a response time not to exceed the following:

EMERGENCIES.....two hour response time
NON-EMERGENCIES..... four hour response time

Time to respond shall start when the City calls the problem into Contractor's designated emergency phone number. Additionally, the Contractor shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public and the comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by Journey level staff within one (1) working day from the date of request by City Representative.

2-6 TROUBLE-CALL/REPAIR SERVICE Should the City request the Contractor to make unscheduled, emergency electrical system repairs, the City shall be responsible for labor and travel costs associated therewith. These costs, as listed in the proposal, will be a critical part of the bid evaluation in determining the lowest responsive and responsible contractor. Rates shall be firm for the term of the contract. The City reserves the right to contract with others for trouble calls and repairs.

2-7 BILLABLE WORK The Contractor shall not bill for unnecessary repairs, for repairs that were not completed satisfactorily, for repairs that did not fix an identified problem, or for facility visits that are made by staff unqualified to complete needed repairs.

2-8 STAFFING, WORKMANSHIP AND QUALITY LEVEL The Contractor shall provide a staffing level to perform on-call plumbing maintenance and repair services at designated City facilities in a thorough and professional manner, so that the City is provided with reliable and high quality electrical maintenance at all times. The Contractor shall possess and maintain a C-36 Plumbing license by the State of California Contractors Licensing Board through the term of the contract. All personnel performing work under this Contract shall possess and maintain a state journeyman certification and be directly employed and supervised by the Contractor. Any assigned apprentice shall work directly under the supervision of a qualified journeyman. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

2-9 MAINTENANCE AND REPAIR LOCATIONS See Attachment A

2-10 TOOLS AND EQUIPMENT The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining plumbing systems in City buildings. The City of Morgan Hill reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

2-11 PARTS AND MATERIALS The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing plumbing systems in City buildings. Mark-up on parts and materials may not exceed 10% of Contractor's cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

2-12 INSPECTIONS AND REMEDIES So as to ensure consistent quality of the work being performed, the City Representative will perform periodic inspections of plumbing systems to ensure compliance with the contract specifications. Inspections may be made by the City at any time to confirm that work performed meets specifications. If corrective work is required, the City will provide a written list of items and the Contractor shall correct deficiencies as directed. If deficiencies are not corrected in a timely manner, the City may perform the work using others and deduct the cost from the Contractor's payment.

2-13 DAMAGES The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

2-14 SAFETY & SECURITY The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain

locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

2-15 EMERGENCY SITUATIONS For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Manager or designated staff to report the issue immediately (24-hours/day).

**ATTACHMENT A
MUNICIPAL FACILITIES LOCATIONS**

PLUMBING SYSTEMS TO BE MAINTAINED AT THESE LOCATIONS

BUILDING/FACILITY	ADDRESS	SQUARE FOOTAGE
Aquatics Center (office area)	16200 Condit Road	5,294
Centennial Recreation Center	171 West Edmundson Avenue	25,135
City Hall	17575 Peak Avenue	13,900
Community and Cultural Center and Playhouse	17000 Monterey Road	20,500; 5,000
Future Community Garden	Railroad Avenue	
Chambers Building	17555 Peak Avenue	12,104
El Toro Youth Center	17620 Crest Avenue	3,800
Boys and Girls Club	17666 Crest Avenue	3,168
Outdoor Sports Center	16500 Condit Road	2,800
Police Department	16200 Vineyard Boulevard	43,286
Public Works Corporation Yard	100 Edes Court	4,588
The Villas	535 Alkire Avenue	4,500
Dunne Hill Fire Station	2100 East Dunne Avenue	
El Toro Fire Station	18300 Old Monterey Road	
All other parks and City-owned properties		

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

Shop Rate for Plumbing Services (Apprentice):	\$145 per hour
Shop Rate for Plumbing Services (Journeyman):	\$185 per hour
Overtime Rate for Plumbing Services (Apprentice):	\$210 per hour
Overtime Rate for Plumbing Services (Journeyman):	\$260 per hour
Saturday, Sunday and Holiday Rate (Apprentice):	\$210 per hour
Saturday, Sunday and Holiday Rate (Journeyman):	\$260 per hour

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**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Services to be scheduled on an on-call basis with City Maintenance Staff

17
Updated: July 2018

CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Yat Cho, Senior Project Manager

APPROVED BY: City Manager

APPROVE CONSULTANT AGREEMENTS WITH ACHIEVEMENT ENGINEERING CORPORATION AND TWINING, INC., IN THE AMOUNT OF \$750,000 EACH FOR ON-CALL GENERAL COMPACTION TESTING AND SPECIAL INSPECTION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROGRAM PROJECTS

RECOMMENDATION(S)

Approve and authorize the City Manager to execute and administer agreements to provide on-call general compaction testing and special inspection services for various Capital Improvement Program Projects with Achievement Engineering Corporation and Twining, Inc. in the amount of \$750,000 each for three year terms.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

Morgan Hill 2035 General Plan

Public Safety Master Plan

Storm Drain Master Plan

Water System Master Plan

Wastewater System Master Plan

REPORT NARRATIVE:

On June 19, 2024, the City Council adopted the FY2024-25 through 2029-30 Capital Improvement Program (CIP) Budget. Most of these CIP projects will require on-call compaction testing and/or special inspection to ensure construction standards are met, and proper oversight is provided throughout the project's duration. The City has numerous capital projects planned over the next three years within the City's Capital Improvement Program, including some very large utility projects, which will necessitate support from consultants in this area. The current on-call agreements for compaction testing and special inspection will

expire by June 30, 2025 and staff are requesting the approval of these agreements for a three-year term starting from July 1, 2025 through June 30, 2028.

In April, staff sent out a Request for Proposal (RFP) to provide compaction testing services and special inspection on an as-needed basis for the City's CIP projects. Eight proposals were received by May 9, 2025. The proposals were evaluated by a two-member selection committee through the following evaluation criteria: firm's qualifications, understanding and meeting the RFP's Objectives, and other factors such as proximity to the City of Morgan Hill and familiarity with the City of Morgan Hill.

Out of the eight proposals, three proposals were originally selected based on their expertise in the field of compaction testing and special inspection to handle the various Capital Improvement Program Projects. City staff has prepared consultant agreements for approval with two of the three firms selected (Achievement Engineering Corporation and Twining, Inc.). The third firm selected, Engeo, Inc., is in discussion with the City Attorney's office on contract requirements. Should the issue with the contractor requirements be resolved, City staff may return to Council with a recommendation to execute a contract with Engeo, Inc. The scores for the eight proposals are as listed below:

Firm	Twining, Inc.	Achievement Engineering Corp	Engeo, Inc.	Ninyo & Moore	Smith-Emery	Construction Testing Services	Intertek Professional Services Industries, Inc.	Apex Testing Laboratories, Inc.
Qualifications (10 Points)	9.5	9	9	9	8.5	8.5	6.5	6
Understanding and Meeting RFP Objective (10 Points)	9	9.5	8.5	9	8	8	7.5	6
Other Factors (10 Points)	9.5	9	9.5	8.5	9	8.5	7.5	7
Total Max Points (30 Points)	28	27.5	27	26.5	25.5	25	21.5	19

Staff recommends the approval of a consultant agreement with Achievement Engineering Corporation in the amount of \$750,000, and Twining, Inc. in the amount of \$750,000 for three-year terms starting July 1, 2025 through June 30, 2028.

COMMUNITY ENGAGEMENT:

Compaction testing and special inspections for various Capital Improvement Program Projects are a necessary part of any construction project for oversight and compliance. Each individual Capital Improvement Project that affects businesses and residents will be notified through media, social media, and City website.

ALTERNATIVE ACTIONS:

City Council may limit the approval of these agreements or direct staff to perform another RFP for this service.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 19, 2024, the City Council adopted the FY2024-25 through 2029-30 Capital Improvement Program Budget.

FISCAL AND RESOURCE IMPACT:

Funding for these agreements will be from various Capital Improvement Projects as included in the adopted Capital Improvement Program Budget.

CEQA (California Environmental Quality Act):

Not a Project

The agreements are not considered projects and any individual projects in the Capital Improvement Program shall be reviewed under CEQA.

**CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS
ACHIEVEMENT ENGINEERING CORPORATION**

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and ACHIEVEMENT ENGINEERING CORPORATION a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.

2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2028 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement provided the compensation does not exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service.** The services to be performed by CONSULTANT shall be on-call compaction testing and special inspection for various Capital Improvement Program (CIP) Projects as further described in **Exhibit A**.

4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$750,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Seven-Hundred-Fifty-Thousand-Dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.

 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY'S City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT'S equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY'S City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT'S sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees, and agents, relating to, or arising from, the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S

combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

7.1.3. Workers’ Compensation Insurance and Employer’s Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT’S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT’S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

7.1.5. Professional Liability.

7.1.5.1. If the performance of CONSULTANT’S work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT'S work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT'S work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.2. **Endorsements**. CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. General Liability and pollution liability (when pollution liability applies).

7.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

7.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

7.2.2. Workers Compensation.

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

7.3. **Qualification of Insurers**. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

7.4. **Certificates**. CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT'S agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY**. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law**.

9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

9.2. Compliance with Wage and Hour Laws: Consultant, 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 and the California Labor Code.

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

Prior Judgments against CONSULTANT and/or its Subcontractors: 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 SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE

MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: 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 subcontractor 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, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision, or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: 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 to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.
11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.
12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). CONSULTANT will further comply, and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8).

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

ACHIEVEMENT ENGINEERING CORPORATION
1145 S. Third Street
San Jose, CA 95112

Address of CITY is as follows:

Yat Cho	with a copy to:
Senior Project Manager	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes, and regulations of the federal, state, and local government.

15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records.**

16.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all

conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence**. Time is of the essence in the performance of this Agreement.

19. **No Assignment**. Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees**. In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification**.

21.1. **Defense and Indemnification for Design Professional Services**. Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM") to the extent of CONSULTANT'S proportionate percentage of fault.

21.2. **Defense and Indemnification for Non-Design Professional Services**. For all services performed under this agreement not covered by Section 21.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

21.3. **Exceptions**. CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence, or willful misconduct of the CITY.

21.4. **Not limited by insurance**. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether

any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

21.5. **Right to Offset.** CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.6. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified, or provisions waived, only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Notice of Security and/or Privacy Incident.** If CONSULTANT, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, CONSULTANT shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. CONSULTANT shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, CONSULTANT shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. CONSULTANT agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. **Binding Agreement**. Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Data Sharing**. This Agreement requires access by CONSULTANT to CITY'S Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

29. **Electronic Signatures**. Unless otherwise prohibited by law or CITY policy, 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.

30. **Counterpart Signatures**. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

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[Signatures on Next Page]

31. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Bigelow
Print Name

Christina J. Turner
Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

ACHIEVEMENT ENGINEERING
CORPORATION

Donald A. Larkin

Arash Firouzjaei

City Attorney

By: _____

Print Name

Arash Firouzjaei - President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice
President

Date: _____

Date: 05/30/2025

Arash Firouzjaei

By: _____

Arash Firouzjaei - President
Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer

Date: 05/30/2025

**EXHIBIT A
SCOPE OF SERVICES**

On-Call Compaction Testing and Special Inspection for various Capital Improvement Program (CIP) Projects

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

A. Response Time and Job Presence:

The consultant shall provide construction testing services within 48 hours of request by the City Project Manager or designated representatives. Technicians will be expected to remain at the jobsite for as long as needed to perform the testing or as directed by City Project Manager.

B. List of Tasks and Special Inspection Services:

All services shown below for the Contract Inspector shall provide fully typed reports (2 copies minimum) verifying and detailing results of inspections and/or tests.

Inspection including compaction testing A/C and Soil/Sampling, A/C Placement	\$ <u>98</u> /HR
Steel Inspection	\$ <u>98</u> /HR
Concrete Inspection	\$ <u>98</u> HR
Welding Inspection	\$ <u>98</u> HR
Moisture Density Curve per ASTM	\$ <u>250</u> EA
Sieve Analysis	\$ <u>180</u> EA
R Value	\$ <u>500</u> EA
A/C Unit Wt.	\$ <u>280</u> EA
Concrete Cylinders/Compression Test	\$ <u>175</u> EA Set

Professional & Office Staff				Price	Unit			
POS1	Project Principal			\$275	/hour			
POS2	Geotechnical Engineer (G.E.)			\$275	/hour			
POS3	Certified Engineer Geologist (C.E.G.)			\$275	/hour			
POS4	Principal Engineer			\$275	/hour			
POS5	Registered Professional Engineer			\$231	/hour			
POS6	Project Manager			\$198	/hour			
POS7	Staff Engineer			\$176	/hour			
POS8	Drafting			\$132	/hour			
POS9	Administrative			\$105	/hour			
POS11	Review of Welding Documents (WPS)			\$193	/hour			
POS12	Field Inspection Review & Preparation of Letter (up to 3 visits)			\$231	/letter			
POS13	Final Inspection Affidavit (up to 20 visits)			\$693	/letter			
POS14	Final Inspection Affidavit (up to 50 visits)			\$1,155	/letter			
POS15	Final Inspection Affidavit (up to 100 visits)			\$1,760	/letter			
POS16	Concrete / Shotcrete / Grout Mixed Design Review – Calculations Only			\$341	/each			
POS17	Welder Qualification (each position)			\$770	/each			
POS18	Laboratory Supervisor			\$165	/hour			
POS19	Laboratory Technician			\$132	/hour			
Inspections				Price	Unit			
INS1	Field Supervisor - Site Visit			\$149	/hour			
INS2	Special Inspection (Concrete, Post Tension, Masonry, Fireproofing)			\$131	/hour			
INS3	Special Inspection (Retrofit Epoxy, Expansion Bolt, Proof Load Test)			\$131	/hour			
INS4	Special Inspection (Soil, Segmental Retaining Wall, Asphalt)			\$131	/hour			
INS5	Special Inspection (Structural Steel and High-Strength Bolting) ICC			\$131	/hour			
INS6	Special Inspection (Structural Steel Welding) AWS and ICC			\$138	/hour			
INS7	Special Inspection (Structural Wood, Shear Wall Nailing)			\$162	/hour			
INS8	Concrete Slump & Sampling			\$131	/hour			
INS9	Special Inspection (DSA Masonry - DSA Shotcrete)			\$162	/hour			
INS10	Material Sampling from Field			\$131	/hour			
INS11	NACE Level II			\$171	/hour			
INS12	NDT Level II (UT, MT, PT)			\$162	/hour			
INS13	NDT Level III			\$220	/hour			
INS14	Pickup & Delivery of Samples			\$105	/hour			
INS15	Structural Steel Material Verification			\$138	/hour			
INS16	CASp/ADA Inspection			\$220	/hour			
INS17	Concrete Core Drilling (Two-man Crew)			\$341	/hour			
INS18	SI - CalGreen			\$147	/hour			
Exploratory & Field Testing Equipment				Price	Unit			
EQP1	Schmidt Hammer			\$11	/hour			
EQP2	Torque Test			\$11	/hour			
EQP3	Pull Test			\$35	/hour			
EQP5	UT			\$44	/hour			
EQP6	MT			\$44	/hour			
EQP7	PT			\$44	/hour			
EQP8	Nuclear Gauge			\$31	/hour			
EQP9	Sand-cone			\$22	/hour			
EQP10	Core Drilling Machine			\$83	/hour			
EQP11	Torvane			\$17	/hour			
EQP12	Pocket Penetration			\$17	/hour			
EQP13	Concrete Scanning			\$77	/hour			
EQP14	Spray Fireproofing			\$33	/hour			
EQP15	Paint Intumescent Device			\$33	/hour			
EQP16	Fire Protection Coat			\$25	/hour			
EQP17	Moisture Measurement for Slab per Kit			\$83	/each			
EQP19	I-Pile Integrity Tester			\$110	/hour			
EQP20	Skidmore			\$47	/hour			
EQP21	High-Strength Bolts Torque Wrench			\$33	/hour			
Laboratory Tests Description				ASTM	AASHTO	CTM	Price	Unit
Concrete								
CONC1	Concrete Compressive Strength Test	C39	T22	521	\$55	/each		
CONC2	Concrete Drilled Core Compressive Strength Test with Preparation	C42	T24	-	\$66	/each		
CONC3	Unit Weight of Concrete	C138	T121	518	\$61	/each		

CONC4	Flexural Test per Beam	C78	-	523	\$77	/each
CONC5	Shotcrete Panel Test Coring with Sample Preparation	C1140	-	-	\$77	/each
CONC6	Concrete Trial Batches	C94	-	-	Quote	/each
CONC7	Storage Concrete Beyond 28 days	-	-	-	\$55	/each
CONC11	Coring / Evaluation of Pre-Constructions Panel (3 cores; Rebar # 3 to 7)	-	-	-	\$1,430	/panel
CONC12	Coring / Evaluation of Pre-Constructions Panel (3 cores; Rebar # 8 to 11)	-	-	-	Quote	/panel
CONC13	Coring / Evaluation of Pre-Constructions Panel (3 cores; Rebar above #11)	-	-	-	Quote	/panel
Masonry						
MASN1	CMU Strength, Unit Weight, Absorption, Moisture content	C140	-	-	\$1,430	/set
MASN2	Compression Test, 2" Cube Non-Shrink Grout or Mortar	C109	T106	-	\$55	/each
MASN3	Compression Test, Mortar Cylinder (2" x 4")	C780	-	515	\$55	/each
MASN4	Compression Test, Grout Prism (3" x 3" x 6")	C1019	-	-	\$55	/each
MASN5	Compression Test, Masonry Prism	C1314	-	-	\$308	/each
MASN8	Shear Test, Masonry Core	Title 24	-	-	\$101	/each
MASN9	Compression/Shear Test, Masonry Core	Title 24	-	-	\$152	/each
Soils						
SOIL1	Full Sieve Particle Size Analysis with Wash	D6913	T88	202	\$154	/each
SOIL2	Full Sieve Analysis with Wash - Bulk Sieve (if gravely or > 10 lb.)	D6913	T88	202	\$242	/each
SOIL3	Particle - Size Gradation of Fine - Grained Soils with Hydrometer	D7928	T99	216	\$253	/each
SOIL5	Modified Proctor Compaction - 4" mold	D1557	T180	216	\$341	/each
SOIL6	Modified Proctor Compaction - 6" mold	D1557	T180	216	\$407	/each
SOIL7	No. 200 Mesh Wash Particle Size Analysis	D1140	T11	-	\$101	/each
SOIL8	Resistance R-Value & Expansion Pressure of Compacted Soils	D2844	T190	301	\$385	/each
SOIL9	Consolidation Test	D2435	T216	219	\$583	/each
SOIL10	Moisture Content	D2216	T265	226	\$44	/each
SOIL11	Expansion Index	D4829	T190	-	\$506	/each
SOIL12	Plasticity Index	D4318	T87 - T89 - T90	204	\$297	/each
SOIL14	Unified Soil Classification System	D2487	-	-	\$495	/each
SOIL15	Moisture Content & Unit Weight (2.0" to 2.5" dia.)	D7263	T99 - T180	-	\$50	/each
SOIL19	Unconfined Compressive Strength	D2166	T208	-	\$80	/each
SOIL20	Soil Cement	D1633	T38	-	\$80	/each
SOIL21	Soil Cement with Cast In Lab	D1633	-	-	\$224	/each
SOIL22	Isotropic Triaxial Compression - UU (per point)	D2850	T296	230	\$171	/each
SOIL23	Isotropic Triaxial Compression - UU in Saturated Conditions (per point)	D2850	T296	230	\$286	/each
SOIL24	Isotropic Triaxial Compression - CU (per point)	D4767	T297	230	\$308	/each
SOIL25	Isotropic Triaxial Compression - CU (per point) - pore pressure measurements	D4767	T297	230	\$605	/each
SOIL27	California Bearing Ratio (CBR) - without Compaction Curve	D1883	T193	-	\$670	/each
SOIL30	Chloride, Sulfate Ion Concentration	D4327	-	417	\$132	/each
SOIL34	Minimum Resistivity of Soil	-	-	643	\$231	/each
SOIL35	pH of Soils	D4972	T289	643	\$58	/each
SOIL37	Organic Content	D2974	T267	-	\$138	/each
Asphalt		ASTM	AASHTO	CTM	Price	Unit
ASPH2	Moisture Content of Asphalt Mixture	D4643	T329	370	\$325	/each
ASPH3	Bulk Specific Gravity and Density of Compacted	D1188/D2726	T275	308	\$66	/each
ASPH4	Theoretical Maximum Specific Gravity & Density HMA (Rice)	D2041	T209	309	\$253	/each
ASPH5	Asphalt Content by Ignition Method	D6307	-	382	\$429	/each
ASPH6	Asphalt Content by Ignition Method - Correction Factor	D6307	-	382	\$429	/each
ASPH7	ASPH7: Stabilometer Value (ASTM D1560 / CT 366)	D5160	-	366	\$530	/each
ASPH9	Sieve Analysis of Extracted Aggregate	D5444	-	-	\$248	/each
Aggregate		ASTM	AASHTO	CTM	Price	Unit
AGG1	Gradation - Coarse Aggregate	C136	T27	202	\$341	/each
AGG2	Gradation - Fine Aggregate	C136	T27	202	\$286	/each
AGG3	Gradation - Combined Coarse and Fine	C126	T27	202	\$528	/each
AGG4	Specific Gravity, Absorption (Fine Aggregate)	C128	T84	208	\$264	/each
AGG5	No. 200 Mesh Wash Particle Size Analysis	C117	-	-	\$297	/each
AGG6	Moisture Content	C566	T255	226	\$50	/each
AGG7	Organic Impurities in Fine Aggregate	C40	T21	213	\$182	/each
AGG8	Aggregate Soundness (Magnesium or Sodium Sulfate Soundness)	C88	104	214	\$220	/each
AGG9	Evaluating Cleanliness of Coarse Aggregate 1" x #4	-	-	227	\$220	/each
AGG10	Los Angeles Abrasion 1.5" x 3/4"	-	-	-	\$242	/each
AGG14	Sand Equivalent	D2419	T176	217	\$160	/each
AGG15	Aggregate Durability Index	D3744	-	229	\$264	/each
AGG16	Fractured Particles (Coarse Aggregate Angularity)	D5821	T335	205	\$264	/each

AGG18	Percentage of Flat & Elongated Particles in Coarse Aggregate	D4791	-	235	\$286	/each
AGG19	Uncompacted Void Content of Fine Aggregates	C1252	T304	234	\$231	/each
AGG20	Percentage of crushed particles	D4791	-	235	\$286	/each
	Steel	ASTM	AASHTO	CTM	Price	Unit
STL1	Rebar Tensile Test Up to #8	A370	-	670	\$77	/each
STL2	Rebar Tensile Test #9 to #11	A370	-	670	\$99	/each
STL3	Rebar Tensile Test #14	A370	-	670	\$286	/each
STL4	Rebar Bend Test Up to #8	A370	-	670	\$77	/each
STL5	Rebar Bend Test #9 to #11	A370	-	670	\$99	/each
STL6	Rebar Bend Test #14	A370	-	670	\$286	/each
STL7	Resistance Butt Welds Splices Up to #9	A370	-	670	\$116	/each
STL8	Resistance Butt Welds Splices #11 to #14	A370	-	670	\$242	/each
STL9	Mechanical Splices Up to #8	A370	-	670	\$275	/each
STL10	Mechanical Splices #9 to #14	A370	-	670	\$429	/each
STL11	7 Wires Strands	A1034	-	670	\$385	/each
STL12	Sample Preparation	-	-	-	\$99	/hour
STL13	High-Strength Bolt, Nut & Washer for ASTM A325, A490 Skidmore Test	-	-	-	\$88	/each
STL14	AWS D1.1 - 3/8" Plate per Position (Tensile)	A370	-	-	\$66	/each
STL15	AWS D1.1 - 1" Plate per Position (Tensile)	A370	-	-	\$99	/each
STL16	AWS D1.1 - 3/8" Plate per Position (Bend)	A370	-	670	\$61	/each
STL17	AWS D1.1 - 1" Plate per Position (Bend)	A370	-	670	\$99	/each
STL18	Headed Bars Up to #8	A970	-	-	\$99	/each
STL19	Headed Bars #9 to #11	A970	-	670	\$149	/each
STL20	Headed Bars #14	-	-	687	\$303	/each
STL21	Enviro-Recycling Fee	-	-	-	\$6	/each
	Miscellaneous	ASTM	AASHTO	CTM	Price	Unit
MISC1	Spray-Applied Fireproof Density	E605	-	-	\$55	/each
MISC2	Contract Labor				At Cost + 20%	
MISC3	Outside Services				At Cost + 20%	
MISC4	Per Diem (or at cost, if higher)				\$187	/day
MISC5	For Each Notary Stamp				\$25	/each
MISC6	Notarized Doc Processing				\$50	/each
MISC7	Travel Time				\$66	/hour
MISC8	Mileage				\$0.72	/mile

1. ACHIEVENG requires two (2) business days' notice for scheduling inspectors and/or technicians.
2. Inspection charges start at the scheduled show-up time at the job site. All inspection hours will be billed in the following increments:
 - There will be a minimum of a four (4)-hour charge for any ACHIEVENG employee present onsite. Therefore, any work time that is less than four (4) hours, will be billed as four (4) hours.
 - After the initial four (4) hours, for any time that an ACHIEVENG employee is still needed at a worksite, the work will be charged hour-by-hour up to a maximum of eight (8) hours.
3. Any work performed during the following windows will be billed at 1.5 times the unit rate:
 - Outside of the normal workday hours, 8:00 a.m. to 4:30 p.m. (Monday – Friday).
 - In excess of eight (8) hours per day during weekdays (Monday – Friday).
 - Up to eight (8) hours on Saturdays.
4. Work performed on Sundays, recognized holidays, or more than eight (8) hours on Saturdays will be billed at two (2) times the unit rate.
5. Charges are per inspection - NOT the number of inspectors at the site; the same qualified inspector may perform numerous inspections during their visit at the job site. CLIENT will be billed per inspection, as detailed in Item 2.
6. When the estimated quantities in the cost sheet are exceeded, the following will be charged:
 - Principal Engineer inspection hours will be billed at the rate of 3% of total billed hours.
 - Project Manager inspection hours will be billed at the rate of 8% of total billed hours.
 - Administration will be billed at the rate of 16% of total billed hours.
7. A 50% (fifty percent) surcharge will be applied for laboratory tests performed on Saturdays or Sundays.
8. Requests made by CLIENT for management attendance at meetings at the project site will be charged at standard rate.
9. Attending any meeting - such as Pre-construction Meetings, Progress Meetings, Hearing & Presentation Meetings - will be charged per attendee's position rate as stated in "Appendix B"
10. In the case of a "No-Show" (when CLIENT or the representative is not at the site at the agreed scheduled date and time), a "No-Show" fee, per Item 2, will be applied.
11. If the inspection has a discrepancy (failure), extra time has to be charged for Project Manager, Administrative, Special Inspector, or other position for communication and review of the correction. The minimum charges is a sequence of 30 minutes. Minimum of three (3) business days are required to review any received supplemental documents related to discrepancy.
12. Mileage for travel outside of a thirty (30)-mile radius from the ACHIEVENG office will be charged per the rate in "Appendix B" considering the distance from the ACHIEVENG office to the job site.
13. **These rates and general charges are valid for one (1) calendar year from the date of receipt or for the duration of the agreement, whichever occurs the latest.**

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

As needed Basis from July 1, 2025 to June 30, 2028

**CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS
TWINING, INC.**

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and TWINING, INC. a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.

2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2028 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement provided the compensation does not exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service.** The services to be performed by CONSULTANT shall be on-call compaction testing and special inspection for various Capital Improvement Program (CIP) Projects as further described in **Exhibit A**.

4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$750,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Seven-Hundred-Fifty-Thousand-Dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.

 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY'S City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT'S equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY'S City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT'S sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees, and agents, relating to, or arising from, the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S

combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

7.1.3. Workers’ Compensation Insurance and Employer’s Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT’S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT’S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

7.1.5. Professional Liability.

7.1.5.1. If the performance of CONSULTANT’S work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT'S work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT'S work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.2. **Endorsements**. CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. General Liability and pollution liability (when pollution liability applies).

7.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

7.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

7.2.2. Workers Compensation.

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

7.3. **Qualification of Insurers**. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

7.4. **Certificates**. CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT'S agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY**. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law**.

9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

9.2. Compliance with Wage and Hour Laws: Consultant, 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 and the California Labor Code.

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

Prior Judgments against CONSULTANT and/or its Subcontractors: 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 SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE

MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: 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 subcontractor 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, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision, or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: 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 to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.
11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.
12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). CONSULTANT will further comply, and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8).

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Twining, Inc.
5027 Commercial Circle Suite G
Concord, CA 94520

Address of CITY is as follows:

Yat Cho	with a copy to:
Senior Project Manager	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes, and regulations of the federal, state, and local government.

15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records.**

16.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all

conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence**. Time is of the essence in the performance of this Agreement.

19. **No Assignment**. Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees**. In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification**.

21.1. **Defense and Indemnification for Design Professional Services**. Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM") to the extent of CONSULTANT'S proportionate percentage of fault.

21.2. **Defense and Indemnification for Non-Design Professional Services**. For all services performed under this agreement not covered by Section 21.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

21.3. **Exceptions**. CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence, or willful misconduct of the CITY.

21.4. **Not limited by insurance**. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether

any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

21.5. **Right to Offset.** CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.6. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified, or provisions waived, only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Notice of Security and/or Privacy Incident.** If CONSULTANT, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, CONSULTANT shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. CONSULTANT shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, CONSULTANT shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. CONSULTANT agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. **Binding Agreement**. Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Data Sharing**. This Agreement requires access by CONSULTANT to CITY'S Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

29. **Electronic Signatures**. Unless otherwise prohibited by law or CITY policy, 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.

30. **Counterpart Signatures**. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

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[Signatures on Next Page]

31. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Bigelow
Print Name

Christina J. Turner
Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:
Donald A. Larkin

TWINING, INC.

City Attorney

By: 


Print Name

Linas Vitkus, President and COO

Date: _____

Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 6/5/2025

By: 

Amy Owens, Secretary

Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 6/6/2025

**EXHIBIT A
SCOPE OF SERVICES**

On-Call Compaction Testing and Special Inspection for various Capital Improvement Program (CIP) Projects

EXHIBIT B SCHEDULE OF COMPENSATION RATES

List of Tasks and Special Inspection Services:

All services shown below for the Contract Inspector will provide fully typed reports (2 copies minimum) verifying and detailing results of inspections and/or tests.

Rates are based on State of California Prevailing Wage Rates, these rates are subject to change in accordance with the annual cost of living adjustment each July.

Twining's comprehensive fee schedule, including the established preferred rates below, will be provided and incorporated as part of the contract, upon award.

Service / Test Title	Rate	Unit
Inspection including compaction testing A/C and Soil/Sampling, A/C Placement	\$130.00	Per Hour
Steel Inspection	\$140.00	Per Hour
Concrete Inspection	\$130.00	Per Hour
Welding Inspection	\$140.00	Per Hour
Moisture Density Curve per ASTM	\$220.00	Each
Sieve Analysis	\$175.00	Each
R Value	\$530.00	Each
A/C Unit Wt.	\$185.00	Each
Concrete Cylinders/Compression Test *4X8'S Require 5 Cylinders	\$185.00	Each Set



Schedule Of Fees 2024-2025

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering And Consulting Personnel	Rate
10026	Senior Principal Advisor/Consultant	\$ 390.00
10001	Principal Engineer/Geologist	\$ 280.00
10017	Metallurgical Engineer	\$ 390.00
70000	Registered Geotechnical Engineer	\$ 280.00
10010	Technical Advisor	\$ 260.00
10011	Material Scientist, Welding/NDT Consultant	\$ 275.00
70003	Registered Geologist/Certified Engineering Geologist	\$ 275.00
10003	Senior Engineer/Geologist	\$ 250.00
10009	Registered Civil Engineer	\$ 240.00
60003	Roofing/Waterproofing Consultant	\$ 265.00
10013	Project Engineer/Manager	\$ 235.00
30000	Quality Control Manager	\$ 235.00
10005	Senior Staff Engineer/Geologist	\$ 220.00
10007	Staff Engineer/Geologist	\$ 205.00
10015	Quality Control Administrator	\$ 205.00
10019	Metallurgical Technician	\$ 175.00
90001	CADD Operator/Draftsperson	\$ 160.00
95103	Administrative Support	\$ 105.00
70107	Field Supervisor	\$ 195.00
91030	Safety Supervisor	\$ 195.00
20000	Laboratory Manager	\$ 180.00
98000	Laboratory Technician	\$ 155.00
90005	Expert Witness Testimony	\$ 630.00
91010	Qualified SWPPP Developer	\$ 220.00
91000	Qualified SWPPP Practitioner	\$ 205.00
30001	Vibration Engineer	\$ 240.00

Task Code	Field Inspection Personnel	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 130.00
10103	Prestressed/Post Tensioned Inspector	\$ 145.00
10105	Concrete ICC Inspector	\$ 130.00
10109	Drilled-In-Anchor Inspector	\$ 145.00
10111	Gunite/Shotcrete Inspector	\$ 145.00
10113	Masonry Inspector	\$ 145.00
10201	Structural Steel/Welding Inspector	\$ 140.00
10203	AWS Certified Welding Inspector	\$ 145.00
10207	Fireproofing Inspector	\$ 145.00
10501	Lead Inspector	\$ 148.00
10115	Firestop Special Inspector - IFC Premier	\$ 205.00
10117	Firestop Special Inspector - IQP	\$ 225.00
75001	Asphalt Field and Plant Inspector/Technician	\$ 130.00
70103	Pile Driving Inspector	\$ 145.00
70101	Soils Technician	\$ 130.00
10107	Concrete Quality Control (ACI/Caltrans Technician)	\$ 145.00
10122	Wood Framing Inspector	\$ 145.00
60001	Roofing/Waterproofing Inspector	Quotation
10500	Public Works Inspector	Quotation
10515	Mechanical Inspector	\$ 195.00
10519	Electrical Inspector	\$ 195.00
10521	Plumbing Inspector	\$ 195.00
10523	Building Inspector	\$ 195.00
30002	Vibration Monitoring Technician	\$ 165.00
50003	Field Engineering Technician	\$ 145.00

Task Code	Shop Inspection Personnel	Rate
10301	Structural Steel Fabrication Inspector	\$ 147.00
10309	Batch Plant Quality Control Technician/Inspector	\$ 147.00
10325	Glue-Laminated Fabrication Inspector	Quotation
10328	Pre-Cast Concrete/Pipe Fabrication Inspector	\$ 147.00

Task Code	Nondestructive Testing Personnel	Rate
10401	NDE Ultrasonic Testing Technician	\$ 150.00
10403	NDE Magnetic Particle Testing Technician	\$ 150.00
10405	NDE Dye Penetrant Testing Technician	\$ 150.00
10305	Combination NDE Technician/Welding Inspector	\$ 150.00
10409	Radiographic Testing (Crew Of 2)	Quotation
10020	NDE Engineer	\$ 255.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	\$ 51.00
95309	Torque Wrench, Small	\$ 21.00
95312	Torque Wrench, Large	\$ 32.00
95315	Torque Multiplier	\$ 48.00

Task Code	Equipment Usage (Daily Unless Otherwise Noted), Continued	Rate
95321	Air Meter	\$ 37.00
95322	Unit Weight Bucket	\$ 28.00
95323	Field Concrete Scale	\$ 37.00
95324	2" x 2" x 2" Mold	\$ 26.00
95343	Nuclear Gauge (Per Hour)	\$ 13.00
95319	Sand Cone Density Test Equipment	\$ 60.00
95333	Pull Test Equipment	\$ 74.00
95348	Concrete/Asphalt Coring Equipment	\$ 720.00
95336	Floor Flatness (Dipstick)	\$ 63.00
95330	Schmidt Hammer	\$ 48.00
95341	Vapor Emission Test Kits	\$ 58.00
95342	Relative Humidity Probe	\$ 90.00
95339	UPV (Ultrasonic Pulse Velocity) Meter	\$ 420.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	\$ 42.00
95300	A Scan Ultrasonic Equipment And Consumables	\$ 100.00
95303	Magnetic Particle Equipment And Consumables	\$ 53.00
95306	Liquid Penetrant Consumables	\$ 48.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	\$ 105.00
95347	Ground Penetrating Radar	\$ 399.00
95345	Impact Echo	\$ 405.00
95362	Ultrasonic Tomography	\$ 525.00
95349	Inertial Profiler (Per Hour)	Quotation
95352	Borescope	\$ 315.00
95356	Infrared Camera	\$ 105.00
95357	Project Dedicated Vehicle	\$ 189.00
95364	Roller Compacted Concrete Vibrating Hammer/Tamping Plate	\$ 84.00
95367	Half-Cell Potential Equipment Set	\$ 405.00
95368	Concrete Electrical Resistivity Meter	\$ 189.00
95369	Field Hardness (Steel)	\$ 116.00
95370	Coating Thickness Gauge	\$ 116.00
95373	Curing Box (Not Temperature Controlled, One-Time Fee/Per Box)	\$ 788.00
95371	Temperature Control Curing Box (Per Month)	\$ 525.00
95372	Temperature Matching Curing Box (Per Month)	\$ 599.00

Task Code	Specimen Pick-Up	Rate
20100	Soil/Aggregate Sample (Each)	\$ 55.00
20102	Standard Sample: Concrete Cylinders (Each)	\$ 33.00
20101	Standard Sample: Mortar/Grout Cubes And Cores, Fireproofing, Rebar, And Epoxy Prisms (Each)	\$ 33.00
20103	Oversize Sample: Masonry Prisms And Shotcrete Panels (Each)	\$ 77.00
20104	Oversize Sample: Flexural Beams (Each)	\$ 77.00
20107	Technician For Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ 132.00
20109	Technician For Specimen Pick-Up Before 5:00 a.m. Or After 5:00 p.m. Monday Thru Friday, Or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 143.00

Task Code	Jobsite Trailer, Mobile Or On-site Laboratory	Rate
95360	Portable Or Mobile Laboratory Unit	Quotation
95374	Jobsite Trailer, Conex, Or Equipment Storage Box	Quotation

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder Compression Strength (ASTM C39)	\$ 54.00
20202	4" x 8" Cylinder Compression Strength (ASTM C39)	\$ 37.00
20203	Density Of Structural Lightweight Concrete Equilibrium Oven Dry Method (ASTM C567)	\$ 107.00
20205	Core Compression Including Trimming (ASTM C42)	\$ 91.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 118.00
20209	Splitting Tensile Strength (ASTM C496)	\$ 118.00
20211	Modulus Of Elasticity Test (ASTM C469)	\$ 348.00
80003	Rapid Chloride Permeability Test: Cylinders Or Cores (ASTM C1202)	\$ 626.00
80006	Density, Absorption, And Voids In Hardened Concrete (ASTM C642)	\$ 632.00
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	\$ 1,017.00
40006	Double Punch Strength Of Fiber Reinforced Concrete	\$ 642.00
40009	Coefficient Of Thermal Expansion Of Concrete (CRD 39, AASHTO T336)	\$ 642.00
40012	Bulk Electrical Resistivity (One Age Of Testing, ASTM C1876)	\$ 161.00
80013	Flexural Tensile Strength Of Metallic Fiber Reinforced Concrete Beam (EN 14651)	\$ 1,124.00



Task Code	Concrete Specimen Preparation	Rate
20151	Sawing Of Specimens (Each)	\$ 49.00
20157	Coring Of Specimens In Lab (Each)	\$ 49.00
20159	Grinding Of Concrete Below 6000 psi Strength (Each)	\$ 70.00
20160	Grinding Of Concrete 6000 psi Strength And Above (Each)	\$ 105.00

Task Code	Laboratory Trial Batch: Concrete, Cement And Mortar	Rate
30216	Compression Test 4" x 8" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	\$ 67.00
30217	Compression Test 6" x 12" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	\$ 80.00
30219	6" x 6" x 18" Flexural Beams Made And Tested in Laboratory (ASTM C192, C78)	\$ 124.00
30223	Splitting Tensile Strength Cylinders Made And Tested In Laboratory (ASTM C192, C496)	\$ 140.00
30225	Modulus of Elasticity Test Cylinders Made And Tested In Laboratory (ASTM C192, C469)	\$ 364.00
30227	Density Of Structural Lightweight Concrete Made In Laboratory, Equilibrium or Oven Dry Method (ASTM C567)	\$ 129.00
30237	Bulk Electrical Resistivity (ASTM C1876)	\$ 188.00
30201	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	\$ 626.00
30203	Concrete Mixture Design For Preconstruction Evaluation And Backup Data Development	\$ 295.00
30205	Drying Shrinkage Up To 28 Days, Three 3" x 3" Or 4" x 4" Bars, Five Readings Up To 28 Dry Days (ASTM C157)	\$ 610.00
30230	Additional Reading, Per Set Of Three Bars	\$ 63.00
30231	Storage Over Ninety (90) Days, Per Set Of Three Bars, Per Month	\$ 49.00
30207	Setting Time Up To 7 Hours (ASTM C403)	\$ 193.00
30209	Bleeding (ASTM C232)	\$ 193.00
30229	Concrete Restrained Expansion (ASTM C878)	\$ 696.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C878)	\$ 642.00
20263	Non-Shrink Grout: Height Change After Final Set (ASTM C1090)	\$ 626.00
20265	Non-Shrink Grout: Height Change At Early Age (ASTM C827)	\$ 1,017.00
30232	Cracking Resistance, Set Of Three Rings, Laboratory Trial Batching, Test Until Cracking Or Up To 28 Days (ASTM 1581)	\$ 6,634.00
30233	Evaluation Of Pre-Packaged Masonry Mortars (ASTM C270)	\$ 1,391.00
30234	Creep (ASTM C512) (One Age Of Loading, 12 Months Duration Of Testing)	\$ 10,005.00
80198	Laboratory Development of Strength-Maturity Curve Without Establishing Datum Temperature (Up To 5 Testing Ages, ASTM C1074)	\$ 3,424.00
80199	Laboratory Development Of Strength-Maturity Curve With Establishing Datum Temperature (Up to 5 Testing Ages, ASTM C1074)	\$ 5,564.00

Task Code	Evaluation of Mixing Water for Concrete	Rate
80246	Evaluation of Mixing Water For Concrete Per The Requirements Of ASTM C1602, Table 1 (Physical Properties Of Mortar), Per Sample	\$ 1,070.00
80248	Evaluation Of Mixing Water For Concrete Per The Requirements Of Caltrans, Section 90, Per Sample	\$ 1,284.00

Task Code	Concrete - Chemical Analysis, Transport Properties, Service Life Modeling, Petrographic Examination	Rate
80123	Acid-Soluble Chloride Analysis (ASTM C1152) Includes Sample Prep	\$ 321.00
80126	Water-Soluble Chloride Analysis (ASTM C1218) (Includes Sample Prep)	\$ 204.00
80193	Chloride Diffusion Coefficient Of Cementitious Mixtures By Bulk Diffusion (ASTM C1556)	\$ 3,103.00
80159	Bulk Resistivity (ASTM C1876) And Formation Factor	\$ 696.00
80204	Chloride Binding Isotherm	\$ 910.00
80206	Analytical And Experimental (ASTM C1556) Modeling Of Service Life Of Concrete Per Life-365 Model, Per Mixture Design	\$ 8,560.00
80208	Analytical And Experimental (NordTest) Modeling Of Service Life Of Concrete Per FIB Model Code 34, Per Mixture Design	\$ 8,560.00
80210	Non-Steady State Chloride Migration Coefficient, NordTest 492	\$ 669.00
80212	Petrographic Examination Of Hardened Concrete, Level I (ASTM C856) (Excludes Thin Section), Per Sample	\$ 1,750.00
80129	Petrographic Examination Of Hardened Concrete, Level II (ASTM C856) Includes Thin Section, Per Sample	\$ 2,250.00
80218	Petrographic Examination Of Hardened Concrete, Level III (ASTM C856/C1723) (Thin Section And SEM/EDX), Per Sample	\$ 3,500.00
80222	W/CM Determination (NordTest Build 361)	\$ 1,338.00
80224	Examination Of Volumetric Proportions Of Hardened Concrete (ASTM C457), Per Sample	\$ 535.00
80228	Air Void Analysis Of Hardened Concrete (ASTM C457), Per Sample	\$ 750.00
80232	Electron Microscopy (ASTM C1723)	\$ 803.00
80234	Paste Carbonation Analysis, Per Sample	\$ 268.00
80238	Insoluble Residue Analysis (ASTM C1324)	Quotation
80240	Alkali-Silica - Damage Rating Index (DRI), Per Sample	\$ 1,338.00

Task Code	Qualification Of Cements	Rate
80100	Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	\$ 803.00
80103	Physical Testing Of Portland Cement Per Standard Requirements (ASTM C150)	\$ 803.00
80194	Physical Testing Of Type K Cement, Mortar Expansion (ASTM C806)	\$ 803.00
80195	Physical Testing And Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	\$ 1,498.00
80106	Partial Analysis Or Specific Physical Tests	Quotation
80110	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 6 Months	\$ 3,210.00
80111	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 12 months	\$ 3,531.00
80149	Type 1L Cement (ASTM C595; Excludes Special Properties)	\$ 1,498.00
80151	Clinker Microscopy, Per Sample	\$ 910.00

Task Code	Physical Testing Of Chemical Admixtures For Concrete	Rate
80196	Qualification Of Admixture (ASTM C494)	Quotation

Task Code	Evaluation Of Pozzolans And Slag Cement	Rate
80140	Chemical Analysis Of Fly Ash Per Standard Requirements (ASTM C618)	\$ 803.00
80143	Physical Testing Of Fly Ash Per Standard Requirements (ASTM C618)	\$ 803.00
80146	Partial Analysis Or Specific Physical Tests	Quotation
80147	Chemical Analysis And Physical Testing Of Fly Ash Per Standard Requirements (ASTM C1618)	\$ 1,498.00
80250	Qualification Of Silica Fume Per Standard Requirements (ASTM C1240)	\$ 1,498.00
80252	Qualification Of Slag Cement Per Standard Requirements (ASTM C989)	\$ 1,498.00
80254	Effectiveness Of Pozzolans & Slag Cement In Mitigating Expansion Due To ASR (ASTM C441)	\$ 1,498.00

Task Code	Mass Concrete - Engineering And Testing Services	Rate
80256	Thermal Control Plan (Without Cooling Pipes) Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	\$ 9,000.00
80258	Thermal Control Plan (With Cooling Pipes), Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	\$ 10,500.00
80260	Performance Based Maximum Temperature Difference Laboratory & Analytical Studies, One Concrete Mixture Design	\$ 6,000.00

Task Code	Rock And Concrete Aggregates - Petrographic Examination & Special USACE & CRD Tests	Rate
80262	Rock Type Description, Per Sample (Rock Core Or Rock Chunk)	\$ 1,000.00
80263	Rock Type Description + XRD Including Clay Analysis, Per Sample	\$ 1,500.00
80266	Natural Aggregates - Petrographic Examination (Gravel And Natural Sand Consisting Of Single Rock Type ASTM C295) Each, One Sample	\$ 2,750.00
80268	Crushed Aggregates - Petrographic Examination (Crushed Rock And Manufactured Sand Consisting Of Single Rock Type ASTM C295), Each, One Sample	\$ 27,520.00
80270	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Materials Coarser Than 0.75-Inch Each, One Sample, 200 lb.	\$ 6,500.00
80272	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, 0.75-Inch And Finer Material, Each, One Sample, 25 lb.	\$ 5,500.00
80274	Fine Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Each, One Sample	\$ 2,750.00
80276	Aggregate, Scratch Hardness (CRD-C 130), Each, One Sample, 25 lb.	\$ 500.00

Task Code	Soils And Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	\$ 248.00
30505	Abrasion: LA Rattler (ASTM C535)	\$ 258.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	\$ 206.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Soil	\$ 670.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Cement-Treated Soil	\$ 824.00
70344	Cement-Treated Soil/Base Mix Design: Includes Three Trial Cement Contents With Three Unconfined Compressive Strength Specimens Per Cement Content	\$ 4,223.00
70305	Chloride And Sulfate Content (CTM 417, CTM 422)	\$ 230.00
30403	Clay Lumps And Friable Particles (ASTM C142)	\$ 260.00
30321	Cleaness Value 1" x #4 (CTM 227)	\$ 220.00
30322	Cleaness Value 1.5" x .75" (CTM 227)	\$ 340.00
70393	Collapse Potential/Index (ASTM D5333)	\$ 279.00



Task Code	Soils And Aggregate Tests, Continued	Rate
70396	Compressive Strength Of Molded Soil-Cement Cylinders (ASTM D1633)	\$ 129.00
70309	Consolidation Test Full Cycle (ASTM 2435, CTM 219)	\$ 235.00
70311	Consolidation Test Time Rate Per Load Increment (ASTM D2435, CTM 219)	\$ 62.00
70313	Corrosivity Series Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 309.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 225.00
70317	Direct Shear Test Remolded And/Or Residual (ASTM D3080)	\$ 300.00
70319	Direct Shear Test Undisturbed - Slow [CD] (ASTM D3080)	\$ 280.00
70321	Direct Shear Test Undisturbed - Fast [CU] (ASTM D3080)	\$ 235.00
70378	Durability Index Per Method - A,B,C, or D (ASTM D3744, CTM 229)	\$ 260.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	\$ 225.00
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	\$ 205.00
30507	Flat And Elongated Particle (ASTM D4791)	\$ 280.00
30508	Flat Or Elongated Particle (ASTM D4791)	\$ 260.00
70331	Maximum Density Methods A/B/C (ASTM D1557, D698, CTM 216)	\$ 220.00
70333	Maximum Density Check Point (ASTM D1557, D698)	\$ 90.00
70335	Maximum Density AASHTO C [Modified] (AASHTO T-180)	\$ 235.00
70336	Maximum Index Density Vibratory Table (ASTM D4253)	\$ 435.00
70337	Moisture Content (ASTM D2216, CTM 226)	\$ 40.00
70339	Moisture and Density Ring Sample (ASTM D2937)	\$ 45.00
70341	Moisture and Density Shelby Tube Sample (ASTM D2937)	\$ 50.00
70340	Moisture-Density Relations Of Soil-Cement Mixtures Premixed In The Field (ASTM D558)	\$ 340.00
70342	Moisture-Density Relations Of Soil-Cement Mixtures Mixed In The Lab (ASTM D558)	\$ 340.00
70328	pH Of Soils (ASTM D4972)	\$ 65.00
70330	Organic Content Of Soils (ASTM D2974, Method A Only)	\$ 95.00
30401	Organic Impurities (ASTM C40, CTM 213)	\$ 115.00
70343	Permeability (ASTM D5084)	Quotation
80001	Potential Reactivity Chemical Method (ASTM C289 - Discontinued Method)	\$ 685.00
		\$ 1,035.00
70394	Potential Reactivity Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	\$ 1,092.00
70391	Potential Reactivity Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	\$ 3,345.00
70398	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 12 month	\$ 3,640.00
70399	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 24 month	\$ 1,285.00
70397	Potential Reactivity of Aggregate Combination, Non-Standard Method; 14-Day Exposure, Mortar (After ASTM C1567)	\$ 1,285.00
70392	Potential Reactivity Of Aggregate Combination, Non-Standard Method; 28-Day Exposure, Mortar (After ASTM C1567)	\$ 1,240.00
70345	R-Value Soil (ASTM 2844, CTM 301)	\$ 530.00
70347	R-Value Aggregate Base (ASTM D2844, CTM 301)	\$ 588.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	\$ 160.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	\$ 114.00
70353	Sieve With Hydrometer 3/4" Gravel To Clay (ASTM D422, D7928, CTM 203)	\$ 309.00
70355	Sieve With Hydrometer Sand To Clay (ASTM D422, D7928, CTM 203)	\$ 294.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 175.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	\$ 155.00
70360	Sieve Analysis Split Sieve (ASTM C136, CTM 202)	\$ 295.00
70361	Sieve Analysis Without Wash With Cobbles (ASTM C136, CTM 202)	\$ 290.00
70363	Soundness Sodium Or Magnesium Sulfate, 5 Cycles (ASTM C88)	\$ 232.00
70365	Specific Gravity And Absorption Coarse (ASTM C127, CTM 206)	\$ 125.00
70367	Specific Gravity and Absorption Fine (ASTM C128, CTM 207)	\$ 206.00
70369	Swell/Settlement Potential One Dimensional (ASTM D4546)	\$ 186.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	\$ 237.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	\$ 185.00
30319	Voids In Aggregate With Known Specific Gravity (ASTM C29, CTM 212)	\$ 160.00
30411	Lightweight Particles Coarse, with Two Solutions (ASTM C123)	\$ 519.00
30412	Lightweight Particles Fine, with One Solution (ASTM C123)	\$ 258.00
20807	Method of Test for Relative Mortar Strength of Portland Cement Concrete Sand (CT 515)	\$ 1,400.00

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing And Preparation	\$ 160.00
75032	HMA Mixing And Preparation With Aggregate Treatment	\$ 232.00
75033	Bulk Specific Gravity Of Compacted Sample Or Core SSD (ASTM D2726, CTM 308C)	\$ 73.00
75036	Bulk Specific Gravity Of Compacted Sample Or Core Paraffin Coated (ASTM D1188 and CTM 308A)	\$ 103.00

Task Code	Asphalt Concrete Tests, Continued	Rate
75040	Emulsion Residue, Evaporation (ASTM D244)	\$ 195.00
75024	Extraction % Bitumen (ASTM D6307, CTM 382)	\$ 195.00
75027	Extraction % Bitumen And Gradation (ASTM D5444, D6307, CTM 202, 382)	\$ 270.00
75028	Extraction % Bitumen, Correction Factor (ASTM D6307, CTM 382)	\$ 440.00
75030	Chemical Extraction % Bitumen And Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	\$ 305.00
75042	Lab Tested Maximum Density Hveem, 3 Briquettes (ASTM D1561, D1188, CTM 304, 308)	\$ 270.00
75057	Hveem Stabilometer Test, Premixed, 3 Briquettes (ASTM D1560, D1561, CTM 304, 366)	\$ 270.00
75048	Lab Tested Maximum Density Marshall, 3 Briquettes (ASTM D6926, D2726)	\$ 260.00
75049	Lab Tested Maximum Density Marshall 6" Specimen, 3 Briquettes (ASTM D5581, D2726)	\$ 270.00
75050	Lab Tested Maximum Density Superpave Gyrotory Compacted Briquette, SSD, 1 Briquette (ASTM D6925, D2726)	\$ 115.00
75052	Lab Tested Maximum Density Superpave Gyrotory Compacted Briquette, Paraffin, 1 Briquette (ASTM D1188, D6925)	\$ 115.00
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	\$ 200.00
75066	Marshall Stability And Flow, Cored Sample, Each (ASTM D6927)	\$ 100.00
75069	Marshall Stability And Flow, Premixed, 3 Briquettes (ASTM D6926, D6927)	\$ 280.00
75106	Marshall Stability And Flow, Gyrotory Compacted Specimen Pre-Mixed, 3 Briquettes (ASTM D5581, D6925)	\$ 290.00
75107	Marshall Stability And Flow 6" Specimen, Premixed, 3 Briquettes (ASTM D5581)	\$ 290.00
75063	Moisture Content (CTM 370)	\$ 110.00
75005	Wet Track Abrasion Test (ASTM D3910)	\$ 205.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	\$ 5,740.00
75096	Hveem Mix Design, With RAP (Excluding Aggregate Quality Tests, RAP Qualification)	\$ 6,230.00
75099	Hveem Mix Design, With Lime (Excluding Aggregate Quality Tests)	\$ 6,590.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	\$ 6,850.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	\$ 7,830.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	\$ 5,740.00
75087	Marshall Mix Design With RAP (Excluding Aggregate Quality Tests)	\$ 6,230.00
75090	Marshall Mix Design With Lime (Excluding Aggregate Quality Tests)	\$ 6,840.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	\$ 3,310.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 11,695.00
75113	Superpave Mix Design, With RAP (Excluding Aggregate Quality Tests)	\$ 12,355.00
75114	Superpave Mix Design With Rubber (Excluding Aggregate Quality Tests)	\$ 12,355.00
75115	Superpave Mix Design With Additives (Excluding Aggregate Quality Tests)	\$ 12,690.00
75075	Effect Of Moisture On Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	\$ 1,235.00
75111	Hamburg Wheel Track Test, 20,000 Passes, 4 Briquettes (AASHTO T324)	\$ 1,340.00
75039	Raveling Test Of Cold Mixed Emulsified Asphalt (ASTM D7196)	\$ 250.00
75067	Marshall Stability, Wet Set, 3 Replicates (AASHTO T245)	\$ 440.00
75068	Marshall Stability, Dry Set, 3 Replicates (AASHTO T245)	\$ 376.00
75070	Cold Recycled Asphalt Mix Design 2 Gradings Each, 3 Emulsion Content (Caltrans LP-8)	\$ 11,590.00

Task Code	Mortar And Stucco - Petrographic Examination	Rate
80282	Stucco, One-Coat (ASTM C856), Includes Thin Section), Per Sample	\$ 2,250.00
80286	Stucco, Two-Coat (ASTM C856), Includes Thin Section), Per Sample	\$ 2,500.00
80290	Stucco, Three-Coat (ASTM C856), Includes Thin Section), Per Sample	\$ 3,000.00
80294	Mortar (ASTM C1324, Petrographic Examination And Chemical Analysis), Per Sample	\$ 3,250.00

Task Code	Brick Masonry Tests, ASTM C67	Rate
20301	Modulus Of Rupture Flexural	\$ 118.00
20303	Compression Strength	\$ 81.00
20305	Absorption 5 Hour or 24 Hour	\$ 86.00
20307	Absorption (Boil) 1, 2 Or 5 Hours	\$ 118.00
20309	Initial Rate Of Absorption	\$ 75.00
20311	Efflorescence	\$ 91.00
20313	Cores Compression	\$ 97.00
20315	Shear Test On Brick Cores 2 Faces	\$ 118.00



Task Code	Concrete Block, ASTM C140	Rate
20321	Compression	\$ 102.00
20323	Absorption/Moisture Content/Oven Dry Density	\$ 102.00
20327	Linear Shrinkage (ASTM C426)	\$ 295.00
20335	Web And Face Shell Measurements	\$ 59.00
20329	Tension Test	\$ 188.00
20331	Core Compression	\$ 97.00
20333	Shear Test Of Masonry Cores 2 Faces	\$ 118.00
20339	Efflorescence Tests	\$ 91.00

Task Code	Masonry Prisms, ASTM C1314	Rate
20341	Compression Test, Composite Masonry Prisms Up To 8" x 16"	\$ 241.00
20343	Compression Test, Composite Masonry Prisms > 8" x 16"	\$ 321.00
20346	Prism Cord Modulus Of Elasticity	\$ 685.00
20347	Prism Cord Modulus Of Elasticity With Transverse Strain (For Double-Wythe Specimen)	\$ 846.00

Task Code	Mortar And Grout	Rate
20351	Compression 2" x 4" Mortar Cylinders (ASTM C780)	\$ 70.00
20353	Compression 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	\$ 59.00
20355	Compression 2" Cubes (ASTM C109)	\$ 75.00
20357	Compression Cores Includes Trimming (ASTM C42)	\$ 86.00

Task Code	Masonry Specimen Preparation	Rate
20155	Cutting Of Cubes Or Prisms	\$ 91.00

Task Code	Fireproofing Tests	Rate
20401	Oven Dry Density (ASTM E605)	\$ 86.00

Task Code	Guniting And Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	\$ 86.00
20365	Compression Cubes (Includes Saw Cutting)	\$ 113.00

Task Code	Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.	Rate
20371	Compression Test (ASTM C495 and C472)	\$ 81.00
20373	Air Dry Density (ASTM C472)	\$ 59.00
20379	Oven Dry Density (ASTM C495)	\$ 86.00

Task Code	Reinforcing Steel, ASTM A615, A706	Rate
20501	Tensile Test #11 Or Smaller	\$ 81.00
20503	Bend Test #11 Or Smaller	\$ 75.00
20504	Bend Test #14 Or #18	\$ 428.00
20505	Tensile Test #14	\$ 321.00
20507	Tensile Test #18	\$ 423.00

Task Code	Reinforcing Steel - Welded Or Coupled Specimens	Rate
20521	Tensile Test Welded/Coupled #11 And Smaller	\$ 91.00
20523	Tensile Test Welded/Coupled #14	\$ 311.00
20525	Tensile Test Welded/Coupled #18	\$ 471.00
20529	Weld Macroetch	\$ 102.00
20531	Slippage Test - Caltrans (CTM 670)	\$ 257.00
20532	Tensile Test Welded Hoops #11 And Smaller	\$ 188.00

Task Code	Metal and Steel Testing	Rate
20601	Tensile Strength Up To 100K Pounds (Each)	\$ 91.00
20603	Tensile Strength Up To 200K Pounds (Each)	\$ 102.00
20605	Tensile Strength Up To 300K Pounds (Each)	\$ 129.00
20607	Tensile Strength Up To 400K Pounds (Each)	\$ 188.00
20609	Tensile Strength 400K To 600K Pounds (Each)	\$ 428.00
20611	Tensile Strength Stress-Strain Percent Offset	\$ 268.00
20545	Weld Macroetch	\$ 102.00
20547	Weld Fracture	\$ 54.00
20615	Bend Test	\$ 81.00
20617	Flattening Test	\$ 91.00

Task Code	Metal and Steel Testing, Continued	Rate
20619	Hardness Test (ASTM E18)	\$ 107.00
20630	Bolt Axial Tensile Test (Up To 7/8" Diameter)	\$ 70.00
20631	Bolt Wedge Tensile Test (Up To 7/8" Diameter)	\$ 86.00
20632	Bolt Axial Tensile Test (Greater Than 7/8" Up To 1" diameter)	\$ 91.00
20633	Bolt Wedge Tensile Test (Greater Than 7/8" Up To 1" Diameter)	\$ 118.00
20634	Bolt Axial Tensile Test (Greater Than 1" Diameter)	\$ 140.00
20635	Bolt Wedge Tensile Test (Greater Than 1" Diameter)	\$ 150.00
20636	Bolt Proof Load Test (Up To 7/8")	\$ 107.00
20637	Bolt Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	\$ 129.00
20638	Bolt Proof Load Test (Greater Than 1")	\$ 145.00
20639	Nut Proof Load Test (Up To 7/8")	\$ 75.00
20640	Nut Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	\$ 102.00
20641	Nut Proof Load Test (Greater Than 1")	\$ 113.00

Task Code	Chemical Testing Of Metal And Steel	Rate
80170	Steel Chemical Analysis	\$ 209.00
80173	Weight Of Galvanized Coating (ASTM A90)	\$ 107.00
80176	Epoxy Coating Thickness	\$ 107.00
80177	Coating Thickness	\$ 107.00

Task Code	Machining And Preparation Of Tensile And Bend Sample: Carbon Steel	Rate
20751	Machinist Initial Preparation From Mock-Up, Etc. (Per Hour)	\$ 156.00
20753	Sawcut To Overall Width (Per 0.5" Thickness Or Fraction Thereof)	\$ 70.00
20755	Machine To Test Configuration Milled Specimens	\$ 102.00
20757	Machine To Test Configuration Turned Specimens (Per 0.5" Thickness Or Fraction Thereof)	\$ 182.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness Or Fraction Thereof)	\$ 124.00

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature	\$ 113.00
20623	Charpy Impact Reduced Temperature	\$ 150.00

Task Code	Machining Of Charpy Samples: Carbon Steel	Rate
20780	Cutting And Milling (Per 0.5" Or Fraction Thereof)	\$ 102.00
20783	Final Machining To Sample Configuration	\$ 124.00

Task Code	Prestressing Wires And Tendons, (ASTM A416)	Rate
20701	Stress-Strain Analysis Wire Or Strands (Including Chart And Percent Offset)	\$ 273.00
20703	Tensile Test Only	\$ 204.00
20705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength - Set of 5 Specimens/Batch/Direction (ASTM D3039)	\$ 1,712.00
20707	Tensile Strength - Additional Specimens (ASTM D3039) (ASTM D3039)	\$ 321.00
20708	Heating Chamber Time - Per 24 Hr. Period	\$ 134.00

Task Code	Calibration Services And Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 482.00

Task Code	Specialty Testing	Rate
	- Cyclic And Fatigue Testing Programs On Special Products/Parts	
	- Engineering And Technical Supports/Design Of Prototypes And Special Test Set-Up	
	- Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions	
	- Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732)	
	- Field Testing Of Structures And Structural Elements	
	- In-Place Shear Testing	
	- Materials And/Or Product Evaluation Per Specifications	
	- Structural Dynamic Testing And Durability Analysis	

General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 3.

NOTE: A minimum of 24 hours notice is required for testing and inspection services.

NOTE: For projects subject to a Project Labor Agreement (PLA), if terms/conditions of the PLA are more restrictive those terms/conditions will apply.

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Administrative Fees

All administrative fees, except as noted below, including report distribution and Twining Construction Hive system are billed at the following percentage of the monthly invoice total: 5%



General Conditions, Continued

Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested. Submittal of project specific forms or resumes will be billed hourly at the Administrative Support Rate.

Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.

4-Hour Minimum: 1 to 4 hours of inspection

8-Hour Minimum: Over 4 to 8 hours of inspection

8-Hour Minimum: Night Work

Regular Time (All Types of Inspection and also All Non-Exempt Employees)

The first 8 hours worked Monday through Friday between 4:00 a.m. and 2:00 p.m. except as noted otherwise below.

Premium (All Types of Inspection and also All Non-Exempt Employees)

Work performed in excess of eight (8) hours in any one working day or forty (40) hours in any one week shall be paid for at one and one-half (1-1/2) times the regular rate of pay. Premium shall be reckoned by the hour and half-hour. Work performed in excess of twelve (12) hours in any one (1) working day shall be paid at two (2) times the regular rate of pay.

Saturday and Sunday Work (All Types of Inspection and also All Non-Exempt Employees)

Work performed on Saturday as defined below shall be paid for at one and one-half (1-1/2) times the regular rate of pay for the first eight (8) hours of work and at two (2) times the regular rate of pay for all hours worked in excess of eight (8). Work performed on Sunday as defined below shall be paid for at two (2) times the regular rate of pay for all hours worked. A shift, which commences on or after 1:00 a.m. on Saturday morning and before 1:00 a.m. on Sunday morning shall be deemed Saturday work for the entire shift. A shift, which commences on or after 1:00 a.m. on Sunday morning and before 1:00 a.m. on Monday morning shall be deemed Sunday work for the entire shift.

Night Shifts

When work is performed on a night shift the rate will be \$9.00 greater than the applicable rate. A night shift is a shift, which commences after 2:00 p.m. or before 4:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m.

Disruptive Shift Pay

Provides a minimum of eight (8) hours of night shift pay when the night shift precludes the Employee from working the day following the night shift, excluding weekends and holidays.

Holidays

The following shall be considered as holidays under this Agreement and when work is performed on these days, an Employee shall be paid at two times his or her regular straight-time rate of pay: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Should any of these holidays fall on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday the Friday before shall be considered the holiday.

Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

Travel Time and Mileage

For projects outside a 50-mile radius from the nearest Twining facility, per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, current IRS mileage rate per mile and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance as detailed below.

Weekend Sample Pick-Ups

In order to be in conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.

Reimbursable Expenses

Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/desk space for inspection staff are provided by others. Additional costs, provided by quotation, will apply should Twining be required to provide such facilities.

Subsistence

Subsistence on remote jobs will be charged per quotation.

Laboratory Testing Hours and Expedited Testing

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge, at the applicable regular, overtime or double time rate, with a minimum of one hour will be applied for the laboratory technician. For rush testing a 50% surcharge in addition to the regular test rate will apply.

Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%

Additional Insurance Coverage

Any requirements for additional insurance policies or coverage beyond our normal policies/limits (e.g. SML coverage) may be provided at an additional fee and will be quoted on a per project requirements basis.



General Conditions, Continued

Certified Payroll

Certified payroll will be provided, upon request, at an additional charge of \$150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

In addition, should the client require that invoices be submitted through a web based or electronic system, the client will be responsible for all costs associated with the use of the system.

A 3% fee will be applied for payments processed by credit card.

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants, and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Hold Specimens

All "hold" specimens are charged at the applicable test rate whether tested or not.

Specimen Sampling and Disposal

Twining samples materials used in construction in accordance with standard practices, methods, codes, and relevant project requirements. Representativeness of sampling and accuracy of testing are subject to the same probabilistic and precision limitations as governing standards, codes and project technical provisions.

Should samples be provided by others Twining cannot warrant or guarantee that material is representative of material that is or will be used in actual construction of the project.

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made. Costs for storage will be by quotation.

Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle because of size or weight.

Elevated Work Platforms

In the event an elevated work platform is required to safely complete our work, the client must provide safe access for Twining personnel for all required inspection, testing, sampling, etc. including a trained and certified operator or qualified inspector as applicable. Twining will not be responsible for signing waivers associated with providing such access. Should Twining be required to supply an elevated work platform, we will contract with a qualified vendor and the markups shown above will apply.

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

As needed Basis from July 1, 2025 to June 30, 2028



City Council

Meeting Minutes

- Mark Turner - Mayor*
Yvonne Martínez Beltrán - Mayor Pro Tem
Soraida Iwanaga - Council Member
Marilyn Librers - Council Member
Miriam Vega - Council Member

Wednesday, June 4, 2025

**Special meeting at 5:00 p.m. for a Closed Session at the address below:
City Hall, Grand Conference Room
17575 Peak Avenue, Morgan Hill, CA 95037**

**Regular meeting at 6:00 p.m. at the address below:
Council Chamber Building, West Conference Room
17555 Peak Avenue, Morgan Hill, CA 95037**

SPECIAL/REGULAR MEETING

A special meeting of the City Council is called at 5:00 p.m. for the purpose of conducting a closed session.

SPECIAL MEETING

5:00 p.m. Closed Session

CALL TO ORDER

Mayor Turner called the Special City Council meeting to order at 5:00 p.m.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Mark Turner, Yvonne Martinez Beltran, Soraida Iwanaga, Marilyn Librers, Miriam Vega
ABSENT	None

Council Member Vega participated via Zoom.

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

CLOSED SESSION

City Attorney Donald Larkin announced the closed session items.

CONFERENCE WITH LABOR NEGOTIATORS

Authority: Pursuant to Government Code Section 54957.6
City Negotiators: Christina Turner, City Manager; Donald Larkin, City Attorney; Michael Horta, Human Resources Director; Dat Nguyen, Finance Director; Chris Ghione, Assistant City Manager, Public Services
Employee Organization: Morgan Hill Police Officers Association; AFSCME Local 101 Morgan Hill; Community Service Officers Association; Employees Covered under Management Resolution #21-050

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant Exposure to Litigation § 54956.9(b)
(Unknown Number of Cases)
Potential Builders' Remedy Litigation

OPPORTUNITY FOR PUBLIC COMMENT

Public comment opened at 5:02 p.m. There being no requests to speak, public comment closed.

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 5:02 p.m.

REGULAR MEETING

6:00 p.m.

The regular meeting convened at 6:00 p.m.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATION

LGBTQ+ Pride Month

RECOGNITIONS

MH Pony Baseball - Toros 12U
Jeff Dixon

CITY COUNCIL REPORTS

Council Member Librers shared that she was recently appointed to the Recycle Waste Reduction Commission for a six-year term. She mentioned that they are currently focused on food waste from restaurants, schools and other institutions.

CITY MANAGER'S REPORT

City Manager Christina Turner shared the following updates:

Business Support Services Program Launch

- A successful Open House was held in partnership with MHUSD and the Renaissance Entrepreneurship Center.
- Over 30 attendees, the majority of whom were Spanish speakers, requested translated materials.
- The first cohort (Spanish only) begins on June 5 at the Community Adult School.
- First virtual bilingual workshop on June 11.

Public Art Master Plan Workshop

- A workshop was held at the Council Chamber, with vision and goals displayed in the lobby.
- LCAC gathered ~300 community inputs, including youth feedback from schools.
- Upcoming interactive chalk wall installation to gather feedback, installation coming to CCC in June and library in July.

Police Department Hiring

- Recruiting for Explorers (16–21), Cadets (18–21), MSOs (21+), and Officers.
- Visit the City website for details and to apply or share with others.

Butterfield Fire Station Ribbon Cutting

- Ceremony this Saturday, June 7, at 9:00 a.m.
- Celebrates the new fire station at 17285 Butterfield Blvd.
- Parking is available in the adjacent VTA lot.

National Night Out

- Scheduled for Tuesday, August 5, 5:00–8:00 p.m. at Civic Center Plaza.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin reported that there was no reportable action from the first closed session, which took place earlier in the evening, and the second closed session was continued after the regular meeting.

OTHER REPORTS

Mayor Pro Tem Martinez Beltran shared updates on recent events and activities. She participated in the U.S. 101/State Route 25 interchange groundbreaking ceremony and attended the Memorial Day Ceremony in downtown Morgan Hill on May 26. On May 27, she celebrated the grand opening of Chick-fil-A, followed by the “Here I Am” interfaith event hosted by Congregation Emeth and Advent Lutheran Church on May 28. On May 29, she welcomed representatives from Silicon Valley Clean Energy for a tour of the new fire station and the battery storage facility at the CRC. She also attended the Latino Leadership Alliance meeting this past Friday.

Council Member Iwanaga shared that she and Council Member Vega attended the graduation ceremony for the Northern California Carpenters Union. She noted it was inspiring to hear the graduates’ stories. She also attended the Wednesday night Antisemitism Education Night and commended the speakers for doing a phenomenal job.

Mayor Turner attended the Farm Tech groundbreaking at Sobrato High School, the Antisemitism Education Night, and volunteered at the Mushroom Festival over two days, calling it a great community event. He also participated in the groundbreaking for the U.S. 101/State Route 25 interchange and attended the 100th anniversary celebration of Guglielmo Winery.

Council Member Vega also attended the Antisemitism Education Night and expressed appreciation to Chris for the tour of the water facilities.

PUBLIC COMMENT

Public comment opened at 6:23 p.m. There being no requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	Passed
MOVER:	Mayor Pro Tem Martinez Beltran
SECONDER:	Council Member Librers
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

CONSENT CALENDAR

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Pursuant to City Council Policies and Procedures (CP 97-01), any member of the Council or public may request to have an item removed from the Consent Calendar for comment and action.

MOTION:

Approving consent calendar items 1–5, 8, and 9.

RESULT:	Passed
MOVER:	Mayor Pro Tem Martinez Beltran
SECONDER:	Council Member Librers
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

1. ACCEPTANCE OF 2024 PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF \$3,220,947

Recommendation:

1. Accept as complete the 2024 Pavement Rehabilitation Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

2. ADOPT ORDINANCE NO. 2364, NEW SERIES, UPDATING AND DESIGNATING FIRE HAZARD SEVERITY ZONES IN LOCAL RESPONSIBILITY AREAS

Recommendation:

Waive the reading, adopt Ordinance No. 2364, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

3. ADOPT ORDINANCE NO. 2365, NEW SERIES, AMENDING SECTIONS 3.04.240 (CONSULTANT CONTRACTS) AND 3.04.250 (REQUEST FOR PROPOSALS) OF CHAPTER 3.04 (PURCHASING) OF TITLE 3 (REVENUE

AND FINANCE) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL REGARDING PROCUREMENT OF ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, ENVIRONMENTAL, LAND SURVEYING, AND CONSTRUCTION PROJECT MANAGEMENT SERVICES PURSUANT TO ARTICLE XXII OF THE CALIFORNIA CONSTITUTION AND GOVERNMENT CODE § 4529.10 ET SEQ.

Recommendation:

Waive the reading, adopt Ordinance No. 2365, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

4. ADOPT ORDINANCE NO. 2366, NEW SERIES AMENDING CHAPTER 5.32 (MESSAGE ESTABLISHMENTS AND MESSAGE PROFESSIONALS PERMIT REQUIREMENTS) OF TITLE 5 (BUSINESS LICENSES GENERALLY) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL MODIFYING THE PERMITTING PROCEDURE FOR MASSAGE THERAPY ESTABLISHMENTS AND SERVICES

Recommendation:

Waive the reading, adopt Ordinance No. 2366, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

5. APPROVE COUNTY OF SANTA CLARA FISCAL AGENT SERVICE AGREEMENT

Recommendation:

1. Approve the FY 25-26 Fiscal Agent Service Agreement with the County of Santa Clara in the amount of \$399,543; and
2. Authorize the City Manager to execute and administer the Fiscal Agent Service Agreement with the County of Santa Clara, with the option to extend the contract for up to four additional one-year terms in amounts to be approved by the County of Santa Clara Recycling and Waste Reduction Commission as part of their annual budget approval process.

8. APPROVE THE MAY 21, 2025 CITY COUNCIL MEETING MINUTES

Recommendation:

Approve minutes.

9. AWARD OF 2025 MORGAN HILL WATER MAIN REPLACEMENT PROJECT TO DPI, INC.

Recommendation:

1. Approve the 2025 Morgan Hill Water Main Replacement Project Plans and

- Specifications;
2. Award 2025 Morgan Hill Water Main Replacement Project to DPI, Inc. in the amount of \$537,800;
 3. Authorize the expenditure of contingency in the amount of \$107,560; and
 4. Authorize the City Manager to execute and administer the construction contract with DPI, Inc.

ITEMS PULLED FOR DISCUSSION

6. APPROVE THE 2024 ANNUAL MILITARY EQUIPMENT USE REPORT

Recommendation:

1. Approve the 2024 Annual Military Equipment Use Report and the continued use of the controlled equipment contained in the report; and
2. Authorize the purchase of controlled equipment for approximately \$32,581.

City Manager Christina Turner provided a report. Police Chief Shane Palsgrove answered questions.

Public comment opened at 6:29 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	Mayor Pro Tem Martinez Beltran
SECONDER:	Council Member Iwanaga
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

7. APPROVE CITY COUNCIL ASSIGNMENT UPDATE TO SILICON VALLEY CLEAN ENERGY (SVCE) FOR 2025

Recommendation:

1. Approve the appointment of Mayor Mark Turner as the alternate representative to the Silicon Valley Clean Energy Authority (SVCE),

- replacing outgoing staff member Tanya Carothers; and
- 2. Direct the City Clerk to notify SVCE of the updated assignment and update the Form 806 as necessary.

City Manager Christina Turner provided a report.

Public comment opened at 6:35 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	Council Member Librers
SECONDER:	Council Member Vega
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

10. RATIFY CITY POSITION ON PENDING LEGISLATION

Recommendation:

Ratify the City’s position opposing pending legislation, Senate Bill 16 (Blakespear) Homeless Housing, Assistance, and Prevention program: housing element.

City Manager Christina Turner provided a report.

Public comment opened at 6:39 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	Mayor Pro Tem Martinez Beltran
SECONDER:	Council Member Librers
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None

ABSTAIN:	None
ABSENT:	None

11. RECEIVE MONTHLY BUDGET UPDATE AND APRIL 2025 FINANCIAL AND INVESTMENT REPORTS

Recommendation:
Receive and file reports

City Manager Christina Turner provided a report. Finance Director Dat Nguyen answered questions.

Public comment opened at 6:42 p.m. There being no requests to speak, public comment closed.

MOTION:
Approving the recommended action.

RESULT:	Passed
MOVER:	Mayor Pro Tem Martinez Beltran
SECONDER:	Council Member Iwanaga
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

PUBLIC HEARINGS

12. RECEIVE A REPORT ON CITY OF MORGAN HILL VACANCIES, AND RECRUITMENT AND RETENTION EFFORTS

Recommendation:
Receive the informational report on City of Morgan Hill Vacancies, and Recruitment and Retention Efforts Pursuant to Government Code Section 3502.3 (AB 2561).

Human Resources Director Michal Horta provided a presentation and report.

The public hearing opened at 6:55 p.m. There being no requests to speak, the public hearing closed.

Report Received.

The meeting recessed at 6:56 p.m. and reconvened at 7:04 p.m.

OTHER BUSINESS

13. ADOPT OR DO NOT ADOPT A RESOLUTION AUTHORIZING THE DISPLAY OF THE JUNETEENTH FLAG

Recommendation:

Adopt or do not adopt a resolution authorizing the display of the Juneteenth Flag for the week of June 16-20, 2025.

City Clerk Michelle Bigelow provided a report. City Attorney Donald Larkin answered questions.

Public comment opened at 7:18 p.m. The following people were called to speak:

Robert Frank Aguirre

Terry Hernandez

There being no further requests to speak, public comment closed.

MOTION:

Adopting a resolution authorizing the display of the Juneteenth flag for the week of June 16-20, 2025, at City Hall.

RESULT:	Passed
MOVER:	Mayor Turner
SECONDER:	Council Member Iwanaga
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

14. ADOPT FISCAL YEARS (FY) 2024-25 AND 2025-26 MID-CYCLE BUDGET AMENDMENTS; APPROVE THE FY 2025-26 COMMUNITY FUNDING; AUTHORIZE THE CITY MANAGER TO ENTER INTO THE AGREEMENTS WITH THE COUNTY OF SANTA CLARA FOR ANIMAL SHELTERING SERVICES AND EMERGENCY MEDICAL DISPATCH SERVICES; AMEND THE FISCAL POLICY TO ELIMINATE THE ALLOCATION OF GENERAL FUND BUDGET SAVINGS TO THE OPEB SECTION 115 TRUST; DELEGATE THE AUTHORITY TO THE CITY MANAGER TO RENEW SOFTWARE LICENSES IF THEY ARE INCLUDED IN THE ADOPTED BUDGET; AND REVIEW POTENTIAL BUDGET ACTIONS AND DIRECT STAFF TO CONTINUE COMMUNITY ENGAGEMENT EFFORTS FOCUSED ON SERVICE PRIORITIZATION AND OR A REVENUE ENHANCEMENT MEASURE

Recommendation:

1. Adopt a resolution amending the Adopted Fiscal Year (FY) 2024-25 and

- 2025–26 budgets;
2. Approve the FY 2025-26 Community Funding;
 3. Authorize the City Manager to enter into agreements with the County of Santa Clara for Animal Sheltering Services and Emergency Medical Dispatch Services;
 4. Amend the Fiscal Policy to eliminate the allocation of General Fund Budget Savings to the OPEB Section 115 Trust;
 5. Delegate the authority to the City Manager to renew software licenses if they are included in the Adopted Budget; and
 6. Review potential Budget actions and direct staff to continue Community Engagement efforts focused on service prioritization and/or a Revenue Enhancement Measure.

Finance Director Dat Nguyen provided a presentation and report.

Public comment opened at 8:26 p.m. The following people were called to speak:

Nick Gaich

Peter Mandel

Mattie Scariot

Matthew Stein (Zoom)

Kathy Sullivan

There being no further requests to speak, public comment closed.

Community Funding - Item 2

MOTION:

Approving option two and directing staff to bring the item back at the June 18, 2025, council meeting for further discussion.

RESULT:	Passed
MOVER:	Mayor Pro Tem Martinez Beltran
SECONDER:	Council Member Vega
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:

Approving the recommended actions for items 1 and 3-5.

RESULT:	Passed
MOVER:	Mayor Pro Tem Martinez Beltran

SECONDER:	Council Member Vega
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:

Continuing item 6 to the June 18, 2025, City Council meeting.

RESULT:	Passed
MOVER:	Mayor Pro Tem Martinez Beltran
SECONDER:	Council Member Vega
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

15. PROVIDE DIRECTION TO STAFF ON PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEM

Recommendation:

Determine if the majority of the City Council wants the following item agendized at a future meeting for discussion:

Create a policy on the regularity of City Council meetings.

City Manager Christina Turner provided the report.

Public comment opened at 9:32 p.m. There being no requests to speak, public comment closed.

MOTION:

Directing staff to bring the council meeting policy discussion forward at a future meeting.

RESULT:	Failed
MOVER:	Council Member Librers
SECONDER:	Mayor Pro Tem Martinez Beltran

AYES:	Mayor Pro Tem Martinez Beltran, Council Member Librers
NAYS:	Mayor Turner, Council Member Iwanaga, Council Member Vega
ABSTAIN:	None
ABSENT:	None

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Vega requested a discussion on the flag-raising policy and the order in which flags are displayed.

Council Member Librers requested a policy requiring community funding applications to come before the council within 6 weeks of receipt.

Mayor Pro Tem Martinez Beltran requested an item to explore establishing a standard for fire response.

Mayor Pro Tem Martinez Beltran requested to discuss gathering consent from the council before sending a letter of support between council meetings.

Council Member Iwanaga requested an item to discuss a vacant business tax.

ADJOURNMENT

The meeting adjourned to closed session at 9:36 p.m.

City Attorney Donald Larin announced that there was no reportable action from the closed session.

There being no further business, Mayor Turner adjourned the meeting at 10:42 p.m.

Minutes Prepared by:

Michelle Bigelow, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Inga Alonzo, Management Analyst

APPROVED BY: City Manager

APPROVE THE PURCHASE OF A 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR IN THE AMOUNT OF \$169,150 FROM ECB SOLUTIONS, LLC

RECOMMENDATION(S)

Approve and authorize the City Manager to execute a purchase order to ECB Solutions, LLC in the amount of \$169,150 for the purchase of a 150kw trailer-mounted portable diesel generator for the Utilities Division.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Water System Master Plan

Wastewater System Master Plan

REPORT NARRATIVE:

REPORT NARRATIVE:

Generators are required to provide back-up power to water and wastewater facilities as well as City facilities in the event of a power outage and are necessary to provide essential utility services to the community. Portable generators have a service life of approximately 15 years and therefore need to be replaced periodically. Generators may also be replaced when they no longer meet air quality requirements. The proposed new generator will replace a 2009 (City ID W09023) portable generator which is past its 15-year service life.

Staff issued an Invitation to Bid for the purchase of one 150kW Trailer-Mounted Diesel Portable Generator, with bids due by May 15, 2025. The bid was posted to the City website, Santa Clara Builders Exchange, San Francisco Builders Exchange, and was published in the Morgan Hill Times. Specifications for the generator were designed to comply with ARB "Tier 4 Final" standards. Tier 4 refers to a set of emission

requirements established by the EPA and enforced by the California Air Resources Board (CARB) to reduce emissions of particulate matter and air toxics from new, non-road diesel engines. The Tier 4 Final rating ensures the longest possible air quality regulatory compliance window and therefore the longest service life of the generator.

The specifications required each bidder to indicate their capability to fulfill 71 different requirements and to identify any design deviations. Five bids were received for the generator, but two were deemed nonresponsive to the bid specifications. The ECB Solutions bid offered the lowest price and met the general specifications.

Generator Bid Summary

<u>Company</u>	<u>Price</u>	<u>Tier 4 Final</u>
Collicutt Energy	\$184,771.46	Yes
ECB Solutions	\$169,150.00	Yes
Leete Generators	\$187,927.00	Yes

COMMUNITY ENGAGEMENT:

Not Applicable

The purchase of vehicles and equipment for the operations within the Utilities Division is a necessary function to support the operations of the City and therefore no community engagement was performed.

ALTERNATIVE ACTIONS:

The City Council could choose to reject the bid and not approve the purchase of this generator. This is not recommended as the current generator is a Tier 3 and needs to be replaced to comply with federal EPA and state CARB regulations, and is also a necessary piece of critical equipment to ensure we can operate our utility systems during extended power outages.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The last portable generator purchase was approved by the Council on October 23, 2019, for two portable 150kw trailer-mounted generators at a cost of \$84,776 each.

FISCAL AND RESOURCE IMPACT:

The cost of the generator is significantly higher than anticipated, due to inflationary factors for this type of equipment. City staff do not recommend delaying this purchase as we believe continued cost increases in the near term are extremely likely. There is \$85,000 in the replacement fund budgeted for this purchase. The rest of the funds, totaling \$84,150, would be funded from savings in the Water (50%) and Sewer Operations (50%) budget in Fiscal Year 2024/25.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of city facilities falls within the CEQA

categorical exemption of Class 1, Existing Facilities.

May 14, 2025

City of Morgan Hill
Inga Alonzo
Inga.alonzo@morganhill.ca.gov

Greetings,

We are pleased to submit a REVISED response to the **City of Morgan Hill** for the following bid:

UD-BID-2025-45
150kW Trailer Mounted Diesel Generator
Due May 15, 2025 3:00 PM Local Time
****equipment specifications on the following pages***

ECB Solutions' mission is to develop a cost-effective and comprehensive solution to your **power distribution and transmission system needs**. We along with our OEM partners stand ready to provide world-class products, service, and support.

We thank you for the opportunity to present our proposal and appreciate your consideration. If you have any questions, please do not hesitate to contact us.

Sincerely,



ECB Solutions, LLC
Ellis Bledsoe, Principal Owner



ADDENDUM NO. 1

DATE: May 9, 2025

TO: Prospective Bidders for a 150kW Trailer Mounted Diesel Generator

FROM: Inga Alonzo, Administrative Analyst

SUBJECT: Questions and Answers

Question from prospective bidder:

Concern with the project:

1. Reference: Page 3, Part 2, Paragraph 2.7.K, Circuit Breaker Rating
 - a. Specification calls for generator main line circuit breaker to be rated 225A @ 480VAC, 3 Phase.
2. Reference Page 5, Part 2, Paragraph 2.11, Crouse-Hinds Connector Rating
 - a. Specification calls for generator output (protected by 225A main line circuit breaker) to be terminated to a connector with a rating of 200A @ 480VAC, 3 Phase.

Concern is, unless provisions have been approved otherwise, all downstream components & cabling fed by the generator output, must be rated equal to, or greater than the circuit protective device in the circuit.

The Crouse-Hinds connector is rated only 200A.

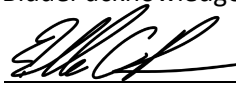
Please advise any further data available.

Answer:

Specification 2.7, Letter K. is updated to "Molded-case line, 200-amp main line UL listed circuit breaker". Bidders can either use the updated page attached or cross out and correct on the original document.

ADDENDUM ACKNOWLEDGMENT

Bidder acknowledges receipt of this addendum, which shall be attached to the proposal.

 Ellis Bledsoe, Owner/Principal
Contractor's Representative

5/14/2025
Date

THIS DOCUMENT SHALL BECOME PART OF THE PROJECTS SPECIFICATION

CITY OF MORGAN HILL
 UTILITIES DIVISION - INVITATION TO BID
 150 kW TRAILER MOUNTED DIESEL GENERATOR

“Proprietary”, the City will provide Contractors who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The City will not be responsible for any legal or other costs incurred by Contractors seeking to shield a portion of their bid from public disclosure.

Incurred Costs. The City is not liable for any costs incurred by any company responding to this Bid.

PART 1. GENERAL SPECIFICATIONS

1.1 The intent and purpose of this bid is to secure one trailer mounted 150 kW diesel generator set of the latest commercial type and design for use as emergency power for 150 hp pump motor code G with reduced voltage auto transformer starting at 65% tap. Any additions, deletions or deviations from the following specifications must be clearly noted in the “DEVIATION” column or the bid will be disqualified. One copy of the manufacturer’s published specifications shall be included with the bid.

1.2 The diesel engine set shall be a product of a company regularly engaged in the production of generator sets for a minimum of ten years. The generator sets shall be new, unused, and suitable for the intended use.

1.3 Rating of the generator set shall be based on operation of the set when equipped with all necessary operating accessories at an altitude of less than 3,000 ft and an ambient temperature of less than 120 F degrees. The generator set for the well pump shall be rated 150 kW continuous standby, 277/480, 3 phase, 4 wire, 60 Hz, 0.8 power factor at 1,800 rpm.

1.4 Generator must be capable of regenerating exhaust automatically and be able to run continuous under all load conditions: no-load, intermittent load, and continuous load.

1.5 All initial permitting and license requirements for use of the generator and the trailer, such as DMV, Bay Area Air Quality, DOORS, Air Resources Board (PERP) shall be obtained by the vendor on behalf of the City of Morgan Hill provided to the City upon delivery.

1.6 Delivery of a completed generator shall be made within 6 months of the awarded bid.

COMPANY NAME: ECB Solutions, LLC

PART 2.	PRODUCTS	YES/NO	DEVIATION
2.1	ENGINE		
A.	Diesel powered domestically manufactured	<u>Yes</u>	
B.	8.1L, 6 cylinder, 4 cycle, turbocharged/aftercooled	<u>Yes</u>	
C.	CARB Certified Tier 4	<u>Yes</u>	
D.	Max. hp at rated rpm: <u>237</u> hp	<u>Yes</u>	
E.	Electronic isochronous governor with a 0.5% frequency regulation	<u>Yes</u>	

THIS FORM MUST BE USED WHEN SUBMITTING BID

CITY OF MORGAN HILL
 UTILITIES DIVISION - INVITATION TO BID
 150 KW TRAILER MOUNTED DIESEL GENERATOR

PART 2.	PRODUCTS	YES/NO	DEVIATION
	F. Dry Element replaceable air cleaner	<u>Yes</u>	
	G. Solenoid activated starter motor	<u>Yes</u>	
	H. State manufacturer of engine	<u>Yes</u>	
2.2	LUBRICATING SYSTEM		
	A. 28 qt. oil pan capacity	<u>Yes</u>	
	B. Full flow/by-pass type filter	<u>Yes</u>	
	C. Oil cooler	<u>Yes</u>	
	D. Oil drain extension	<u>Yes</u>	
2.3	FUEL SYSTEM		
	A. Engine rated for #2 diesel fuel	<u>Yes</u>	
	B. Fuel filter to 10 microns with replaceable element	<u>Yes</u>	
	C. Tank to be UL listed with secondary containment and leak detector	<u>Yes</u>	
	D. Fuel tank size 150 gal. min. 200 gal. max. with leak detection, low fuel alarms	<u>Yes</u>	
	E. Fuel lines shall be flexible construction	<u>Yes</u>	
2.4	COOLING SYSTEMS		
	A. Pressurized closed recovery system with radiator and guarded fan	<u>Yes</u>	
	B. Centrifugal-type water pump to be pre-lubed and self-sealing	<u>Yes</u>	
	C. 9.6 gal. min. capacity and filled with 50/50 antifreeze/water mixture	<u>Yes</u>	
	D. External Block heater with thermostat-120V 2000W max with shutoff valves	<u>Yes</u>	
	E. Radiator drain extension	<u>Yes</u>	
2.5	EXHAUST SYSTEM		
	A. Critical exhaust silencer	<u>Yes</u>	
	B. Tail pipe and rain cap	<u>Yes</u>	

THIS FORM MUST BE USED WHEN SUBMITTING BID

CITY OF MORGAN HILL
 UTILITIES DIVISION - INVITATION TO BID
 150 KW TRAILER MOUNTED DIESEL GENERATOR

PART 2.	PRODUCTS	YES/NO	DEVIATION
2.6	ENGINE ELECTRICAL SYSTEM		
A.	Two batteries with sufficient capacity for cranking the engine for 40 sec. at firing speed	<u>Yes</u>	
B.	Cyclic cranking with crank limiter	<u>Yes</u>	
C.	Batteries shall be rack mounted and include all cables	<u>Yes</u>	
D.	A suitable battery charging alternator	<u>Yes</u>	
E.	An appropriate automatic trickle charger	<u>Yes</u>	
F.	One 50 ft. 12 AWG extension cord with two duplex receptacle convenience outlets (120v) mounted inside generator enclosure to power both trickle charger and block heater	<u>No</u>	standard 5-Wire Terminal Board (L1, L2, L3, Neutral, Ground)
2.7	GENERATOR		
A.	Domestically manufactured	<u>Yes</u>	
B.	The alternator shall be of the 4-pole revolving field, 12 lead, re-connectable, single bearing, brushless type	<u>Yes</u>	
C.	Flexible disc coupling	<u>Yes</u>	
D.	1% voltage regulation	<u>Yes</u>	
E.	Solid state voltage regulator	<u>Yes</u>	
F.	Frequency regulation 5% steady state no load to steady state rated load	<u>Yes</u>	
G.	System shall accept 100% of rated load at rated power factor	<u>Yes</u>	
H.	Voltage dip shall not exceed 15% of rated and recover within 2 1/2 sec at max load.	<u>Yes</u>	
I.	Self-ventilated, drip-proof construction	<u>Yes</u>	
J.	Sustain short circuit current at 300% of rated current up to 10 sec.	<u>Yes</u>	
K.	Molded-case line, 200- amp main line UL listed circuit breaker	<u>Yes</u>	

THIS FORM MUST BE USED WHEN SUBMITTING BID

CITY OF MORGAN HILL
 UTILITIES DIVISION - INVITATION TO BID
 150 KW TRAILER MOUNTED DIESEL GENERATOR

PART 2.	PRODUCTS	YES/NO	DEVIATION
2.8	CONTROLLER		
A.	NEMA 1 control panel with rubber isolator mounts	<u>Yes</u>	
B.	Manual off-auto switch with indicator lamp	<u>Yes</u>	
C.	Volts, amps and frequency meters	<u>Yes</u>	
D.	Meter phase selector switch	<u>Yes</u>	
E.	Elapsed time meter	<u>Yes</u>	
F.	Lamp test switch	<u>Yes</u>	
G.	Front mounted voltage adjusting rheostat	<u>Yes</u>	
H.	Engine cool-down timer	<u>Yes</u>	
I.	Indicator lamps for:		
	1. High engine temp safety shut down	<u>Yes</u>	
	2. Not in auto	<u>Yes</u>	
	3. Low oil pressure safety shut down	<u>Yes</u>	
	4. Overspeed safety shut down	<u>Yes</u>	
	5. Over-crank safety shut down	<u>Yes</u>	
	6. Emergency stop	<u>Yes</u>	
	7. Low fuel	<u>Yes</u>	
	8. Low battery	<u>Yes</u>	
2.9	TRAILER		
A.	14,000 lb. rated, dual axle flat bed, pintel hitch, steel welded trailer equipped with electric brakes seven round pin connector SAE J560B meeting DOT regulations-submit specs	<u>Yes</u>	
B.	Trailer shall include a welded tongue jackstand, leaf springs, rear stabilizer jacks, IC lighting	<u>Yes</u>	
C.	Skid mounted generator set shall be secured attached to trailer frame	<u>Yes</u>	

THIS FORM MUST BE USED WHEN SUBMITTING BID

CITY OF MORGAN HILL
 UTILITIES DIVISION - INVITATION TO BID
 150 KW TRAILER MOUNTED DIESEL GENERATOR

PART 2.	PRODUCTS	YES/NO	DEVIATION
	D. Fuel tank shall be mounted within trailer frame	<u>Yes</u>	
	E. 3 ft safety chains	<u>Yes</u>	
2.10	CHASSIS		
	A. Sound attenuated (maximum 68 dBA @ 23 ft. at full load) weatherproof outdoor enclosure constructed by the manufacturer of the generator	<u>No</u>	71 dBA @ 23'
	B. Protective housing shall have lockable doors and painted with rust proof primer and appropriate exterior coat	<u>Yes</u>	
2.11	CABLE		
	50 ft. of 4-5 wire 4/0 power cable with strain relief connector hardwired to generator circuit breaker terminating into a 3ph 4w 600v 200a male Crouse-Hinds Cat. # AP204512 S22 or equal with dust cap and threaded retainer ring.	<u>No</u>	Installed by the customer or contractor in the field.
2.12	MANUALS		
	Provide two complete operating and maintenance manuals for generator and chassis.	<u>Yes</u>	
2.13	WARRANTY		
	The diesel generator shall be covered by the manufacturer's standard warranty (state terms) for at least one year	<u>Yes</u>	
	Please specify warranty for make/model bid: <u>12 months from date of initial startup, or after 2,000 hours</u> <u>of use whichever comes first.</u>		

THIS FORM MUST BE USED WHEN SUBMITTING BID

CITY OF MORGAN HILL
 UTILITIES DIVISION - INVITATION TO BID
 150 kW TRAILER MOUNTED DIESEL GENERATOR

PART 2.	PRODUCTS	YES/NO	DEVIATION
2.14	JOB SITE DELIVERY		
	Field start-up services, verify engine safety shutdowns and building load transfer, without alarms from generator control panel.	Yes _____	
	Generator shall be delivered with fuel tank filled to ½ capacity, including DEF tank filled to ½ capacity.	Yes _____	
	Unloading provided by vendor.	Yes _____	

THIS FORM MUST BE USED WHEN SUBMITTING BID

CITY OF MORGAN HILL
 UTILITIES DIVISION - INVITATION TO BID
 150 KW TRAILER MOUNTED DIESEL GENERATOR

City of Morgan Hill
BID
150Kw Trailer Mounted Diesel Generator

ECB Solutions, LLC (“Contractor”) hereby submits this Bid to the City of Morgan Hill (“City”) for a **150Kw Trailer Mounted Diesel Generator** (“Project”) in response to the Invitation for Bids and in accordance with the documents referenced therein.

1. **Bid Proposal.** Contractor proposes and will provide, if awarded, one 150kW Trailer Mounted Diesel Generator per the specifications laid out in the Invitation for Bid documents herein.

2. **Addenda.** Contractor acknowledges receipt of the following addenda:

Addendum:	Date Received:
#01	<u>5/12/2025</u>
#02	_____
#03	_____


3. **Bid Warranties.** By signing and submitting this Bid, Contractor warrants the following:

3.1 Contractor has thoroughly examined the Bid Documents, and represents that, to the best of Contractor’s knowledge there are no errors, omissions, or discrepancies in the Bid Documents.

3.2 Contractor is fully qualified to perform the Work.

3.3 Contractor has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in their completed Proposal.

This Bid is hereby submitted on May 14, 2025:

<u>ECB Solutions, LLC</u>	<u>205-215-4347</u>	<u>ellis@ecb-solutions.com</u>	
Company Name	Contact Phone	Contact Email	
<u>669 Centerpointe CV</u>	<u>Oxford</u>	<u>MS</u>	<u>38655</u>
Address	City	State	Zip
	<u>Ellis Bledsoe, Owner/Principal</u>		
Authorized Signature	Name and Title [print]		

THIS FORM MUST BE USED WHEN SUBMITTING BID

CITY OF MORGAN HILL
UTILITIES DIVISION - INVITATION TO BID
150 KW TRAILER MOUNTED DIESEL GENERATOR

Cost Schedule

Generator Make: Atlas Copco Model: QAS 200 JD YR: 2025

Trailer Make: Atlas Copco Model: Trailer YR: 2025

Total Bid Amount (Includes generator, trailer, freight, delivery, setup,
permitting, licensing, sales tax, fees, and all incidentals)

Sales Tax 9.125%

\$ 169,150

Lead time is 12-16 Weeks
After receipt of order

THIS FORM MUST BE USED WHEN SUBMITTING BID

CITY OF MORGAN HILL
UTILITIES DIVISION - INVITATION TO BID
150 KW TRAILER MOUNTED DIESEL GENERATOR

Non-Collusion Declaration

(To be executed by Contractor and submitted with bid)

The undersigned declares:

I am the Owner /Principal [title] of ECB Solutions, LLC [business name],
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or to refrain from bidding. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Contractor. All statements contained in the bid are true. The Contractor has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has no paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C Section 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and

correct, and that this declaration is executed on May 7, 2025 [date], at

Oxford [city], Mississippi [state].



Signature

Ellis Bledsoe

Name [print]

THIS FORM MUST BE USED WHEN SUBMITTING BID

QAS 150-200 JD T4F

Mobile Generator



Standard Scope of Supply

The Atlas Copco **QAS 150 & QAS 200 JD T4F** generators are prime power, multi-voltage, sound attenuated, mobile generators. They are powered by a John Deere T4 Final liquid-cooled, six-cylinder diesel engine.

The units consist of an alternator, diesel engine, cooling system, electrical distribution and control systems - all enclosed within a sound attenuated enclosure fabricated powder coated zinc rich primer 6000-hour salt spray tested.

A broad range of undercarriage formats and options are available.

Special attention has been given to the overall product quality, user friendliness, ease of serviceability, and economical operation to ensure best in class total cost of ownership.

Available Models

QAS 150 JD
QAS 200 JD

Multiple voltage – 150 kVA prime power – JD engine
Multiple voltage – 200 kVA prime power – JD engine

Standard Features

- Compact, sound attenuated, corrosion resistant, with single point lifting and 110% fluid containment
- Dual axle trailer as standard, available as a skid mounted unit with forklift pockets as an option
- Heavy Duty alternator with AREP excitation and marine grade protection
- Single side service with long run filters and 500-hour service intervals
- John Deere 6068HFG05 with Variable Speed Fan and ETM system
- Battery Charger (24V, 12A)
- External Fuel Tank connections (3-way valve) located inside the enclosure
- Identical enclosures and maintenance points between models
- Emergency Stop
- Remote signal Start / Stop
- Fleetlink Telematics

Benefits

- Extremely durable and environmentally sensitive, designed to be used for everything from the oil field to special event power
- Versatility, giving you the flexibility to match your machine to the correct application
- Start-up power for the most demanding sites with 300% overload starting capabilities
- Heavy duty oil, air and fuel filters extend the maintenance interval to 500 hours for reduced total cost of ownership
- Proven engine platform with high reliability and durability, along with VSF and Exhaust Temperature Management system that minimizes the risks of wet stacking
- On board charger to ensure the battery is always ready for service
- Flexibility to work with an external and larger fuel tank for extended autonomy.
- Reduces stock of service kits and inventory of parts with rental ROI kept in mind
- External, recessed emergency stop for increased safety
- Allows connection as a critical back-up unit via a 2-wire dry contact connection in the distribution panel
- Intelligent fleet monitoring system in-built to help you remotely monitor your fleet

Technical Data¹

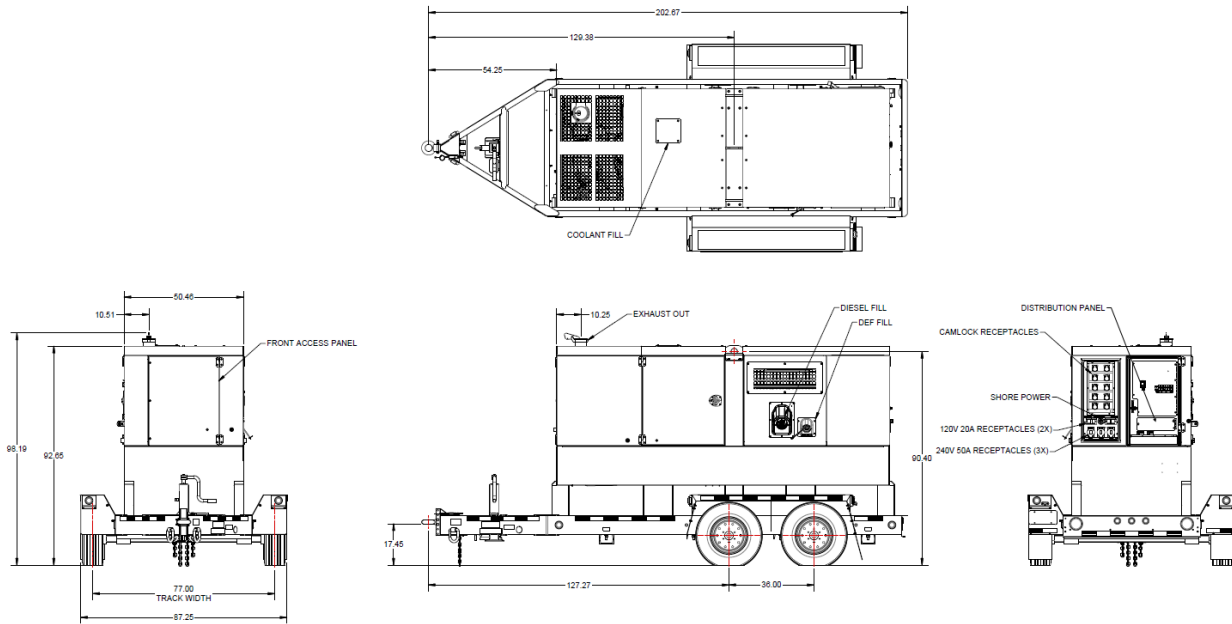
Generator	Units	QAS 150 JD		QAS 200 JD	
Frequency	Hz	50	60	50	60
Rated Prime Power @ 400V/50Hz & 480V/60Hz 3Ø	kW / kVA	100/125	120/150	131/164	160/200
Rated Standby Power @ 400V/50Hz & 480V/60Hz 3Ø	kW / kVA	110/138	132/165	144/180	176/220
3Ø Power Factor		0.8	0.8	0.8	0.8
3Ø Voltage @ 480V 60Hz (Series Star w/Neutral)	V	-	480Y/277	-	480Y/277
Amp Capacity @ 480V 60Hz	A	-	180	-	241
3Ø Voltage @ 240-208V 60Hz (Parallel Star w/ Neutral)	V	-	240Y/139 – 208Y/120	-	240Y/139 – 208Y/120
Rated Prime Power @ 240V 3Ø	kW / kVA	-	120/150	-	160/200
Amp Capacity @ 240V 3Ø	A	-	361	-	481
Rated Prime Power @ 208V 3Ø	kW / kVA	-	108/135	-	142/177
Amp Capacity @ 208V 3Ø	A	-	375	-	492
Rated Prime Power 1Ø	kW / kVA	-	76 / 76	-	102 / 102
1Ø Power Factor		-	1.0	-	1.0
1Ø Voltage @ 120-240V 60Hz (Zig-Zag)	V	-	240/120	-	240/120
Amp Capacity @ 240V	A	-	316	-	425
Amp Capacity @ 120V	A	-	2 x 316	-	2 x 425
3Ø Voltage @ 400V 50Hz (Series Star w/Neutral)	V	400Y/231	-	400Y/231	-
Amp Capacity @ 400V 50Hz	A	180	-	237	-
Performance Class (acc. ISO 8528-5:1993)		G2	G2	G2	G2
Single Step Load Acceptance (0-PRP) @60Hz	kW (%)	75 (75%)	96 (80%)	89 (68%)	113 (70.6%)
Sound Pressure Level @ 23'(7 m) @ 75% Load ²	dB(A)	68	70	69	71
Alternator (4 Pole, 12 Wire)	Leroy Somer	LSA 44.3 M6		LSA 44.3 VL13	
Excitation system		AREP (auxiliary winding)		AREP (auxiliary winding)	
AVR - Automatic Voltage Regulator model		D350 (std) / DVC 550 (parallel option)		D350 (std) / DVC 550 (parallel option)	
AVR's AC voltage regulation accuracy	%	±0.25% (D350 & DVC 550)		±0.25% (D350 & DVC 550)	
Insulation		Class H		Class H	
Main Breaker – Rated Current In	A	400		600	
Power Distribution – Terminal Board		5 Wire (L1, L2, L3, N, Ground)		5 Wire (L1, L2, L3, N, Ground)	
Terminal Board Connections		Bare Wire Terminals		Bare Wire Terminals	
Maximum Terminal Cable Size		350MCM		350MCM	
Convenience Receptacles ³		N/A	(2) NEMA 5-20R GFCI & (3) 125/250V 50A CS6369	N/A	(2) NEMA 5-20R GFCI & (3) 125/250V 50A CS6369
Engine	Units	QAS 150 JD		QAS 200 JD	
Model	John Deere	6068HFG05		6068HFG05	
US EPA Family		MJDXL06.8312		MJDXL06.8312	
US EPA Tier		Tier 4 Final		Tier 4 Final	
Displacement	L	6.8		6.8	
Cylinders	#	6		6	
Continuous Engine Power Output	HP (kW)	196 (146)		235 (175)	
Gross Engine Power Output	HP (kW)	215 (160)		257 (192)	
Rated Speed	RPM	1800		1800	
Engine Control		ECU		ECU	
Aspiration		Turbocharged w/ Intercooler		Turbocharged w/ Intercooler	
Engine oil capacity ⁴	US Gal (L)	8.6 (32.5)		8.6 (32.5)	
Engine coolant capacity	US Gal (L)	10.5 (39.7)		10.5 (39.7)	
Maximum Ambient Temperature (@ Sea Level) ⁵	°F (°C)	120 (49)		122 (50)	
Min. Starting Temp (w/o heater)	°F (°C)	14 (-10)		14 (-10)	
Minimum Starting Temperature (with heater) ⁶	°F (°C)	-13 (-25)		-13 (-25)	
Electrical System (Negative Ground)	V	24		24	
Engine Alternator Output	A	60		60	
Battery Capacity (Cold Cranking Amps)	A	(2) 685		(2) 685	
Fuel & DEF Systems	Units	QAS 150 JD		QAS 200 JD	
Fuel Consumption @ 25% load	50Hz / 60Hz US Gal/hr (L/hr)	2.7 (10.2)	3.8 (14.4)	3.2 (12.0)	4.1 (15.4)
Fuel Consumption @ 50% load	50Hz / 60Hz US Gal/hr (L/hr)	4.1 (15.5)	5.2 (19.7)	5.2 (19.7)	6.4 (24.2)
Fuel Consumption @ 75% load	50Hz / 60Hz US Gal/hr (L/hr)	5.8 (21.9)	6.9 (26.1)	7.0 (26.5)	8.2 (31.0)
Fuel Consumption @ 100% load	50Hz / 60Hz US Gal/hr (L/hr)	7.1 (26.9)	8.2 (31.0)	8.8 (33.3)	10.8 (41.0)
Fuel Type		Ultra-Low Sulfur Diesel ONLY ⁷		Ultra-Low Sulfur Diesel ONLY ⁷	
Fuel Tank Capacity	US Gal (L)	335 (1268)		335 (1268)	
Fuel Autonomy @ 75% load and 90% of fuel capacity	Hr	52	43.7	43.1	36.6
DEF Tank Capacity	US Gal (L)	25 (94.6)		25 (94.6)	
DEF Autonomy @ 75% load and 95% of DEF capacity	Hr	139.4		90.0	

¹ All ratings are at a reference condition of 0' altitude and 20°C (72°F)
² Measured in accordance with ISO 2151 under free field conditions @ 7m distance
³ Please see receptacle voltage configuration in Power Distribution section on page #5
⁴ Engine oil to meet C.J-4 (low ash oil)
⁵ Please see "Derate Table" for altitude and temperature calculations on page #4
⁶ Coolant Heater (120V 1000W) is a standard feature.
⁷ Engine and emissions require the use of Ultra Low Sulfur Diesel in accordance to ASTM-D975 Grade No.1-D S15 & No.2-DS15

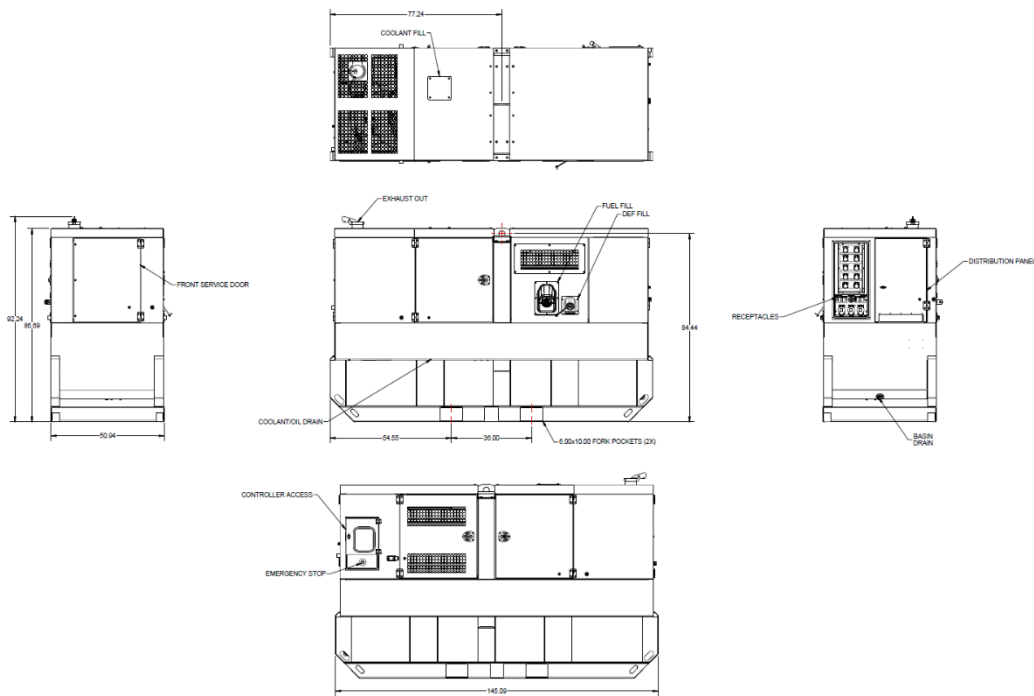


Dimensions

Trailer Mounted



Skid Mounted



Weight

	Units	QAS 150 JD	QAS 200 JD
Trailer Mounted – Wet (ready to operate)	lbs (Kg)	10,787 (4,893)	11,062 (5,018)
Trailer Mounted – Dry	lbs (Kg)	7,945 (3,604)	8,305 (3,767)
Skid Mounted – Wet (ready to operate)	lbs (Kg)	9,812 (4,451)	10,032 (4,550)
Skid Mounted – Dry	lbs (Kg)	6,970 (3,162)	7,275 (3,300)

Dimensions

Trailer Mounted (L x W x H)	Inches	203 x 87 x 98
Skid Mounted (L x W x H)	Inches	145 x 51 x 92

Principle Data

Alternator

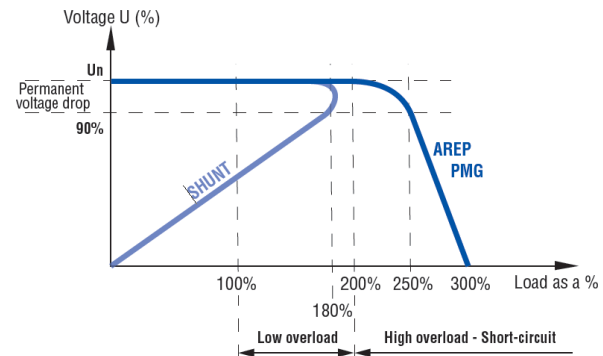
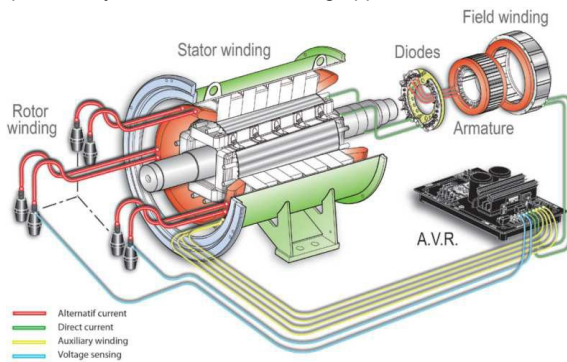
The Leroy Somer LSA alternators are designed for heavy duty continuous applications, with marine winding protection and Leroy Somer’s AREP excitation system.

- AREP Excitation for superior motor starting capabilities
- Marine grade (relative humidity >95%) protection
- External multi-voltage selector switch (4-position)
- 4 pole brushless design with single bearing, Class H insulation and IP23 rating
- Voltage regulation +/- 0.25%
- Full Load acceptance of prime power rating

The AREP system uses 2 independent auxiliary windings located in the main stator to send supply voltage to the AVR:

- The voltage delivered by the first auxiliary winding H1 is proportional to the alternator output voltage (shunt characteristic).
- The voltage delivered by the second auxiliary winding H3 is proportional to the current drawn by the alternator and is a function of the applied load (compound characteristic – booster effect).
- The resulting phase-to-phase voltage supplies power to the AVR.

This power supply to the AVR power circuit is independent of the voltage sensing measured on the alternator output terminals. Therefore, the excitation current delivered by the AVR to the alternator exciter is independent of any voltage distortions (harmonics) due to the load. The AREP system gives the alternator a high overload capacity (load impact or starting electric motors) and a short-circuit capability (300% - 10 s) in order to provide discriminating protection: the alternator with AREP excitation is shorter than the one with PMG excitation. It is particularly suitable for demanding applications.



Performance @ Altitude and High Ambient Conditions

When using at altitude and high ambient conditions the engine and alternator will de-rate as per chart below.

QAS 150		Temperature °C (°F)									
Height m (Feet)	0 (32)	5 (41)	10 (50)	15 (59)	20 (68)	25 (77)	30 (86)	35 (95)	40 (104)	45 (113)	50 (122)
0	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%
500 (1640)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%
1000 (3280)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%
1500 (4921)	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%	95%
2000 (6561)	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%	90%
2500 (8202)	100%	100%	100%	100%	100%	100%	90%	90%	90%	85%	80%
3000 (9842)	100%	100%	100%	100%	100%	100%	90%	90%	90%	85%	80%
3500 (11,482)	95%	95%	95%	95%	95%	95%	80%	80%	80%	80%	75%
4000 (13,123)	95%	95%	95%	95%	95%	95%	80%	80%	80%	80%	75%
4500 (14,764)	90%	90%	90%	90%	90%	90%	75%	75%	75%	70%	65%
5000 (16,404)	80%	80%	80%	80%	80%	80%	75%	75%	75%	70%	65%

QAS 200		Temperature °C (°F)									
Height m (Feet)	0 (32)	5 (41)	10 (50)	15 (59)	20 (68)	25 (77)	30 (86)	35 (95)	40 (104)	45 (113)	50 (122)
0	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
500 (1640)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
1000 (3280)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
1500 (4921)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
2000 (6561)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%
2500 (8202)	100%	100%	100%	100%	100%	100%	95%	95%	95%	90%	85%
3000 (9842)	100%	100%	100%	100%	100%	100%	95%	95%	95%	90%	85%
3500 (11,482)	95%	95%	95%	95%	95%	95%	85%	85%	85%	85%	80%
4000 (13,123)	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	80%
4500 (14,764)	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	70%
5000 (16,404)	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%

Power Distribution

The main power is connected from the alternator through a 4-position voltage selector switch to the main power cubicle. The cubicle incorporates all power distribution, controls, sensing and protection devices.

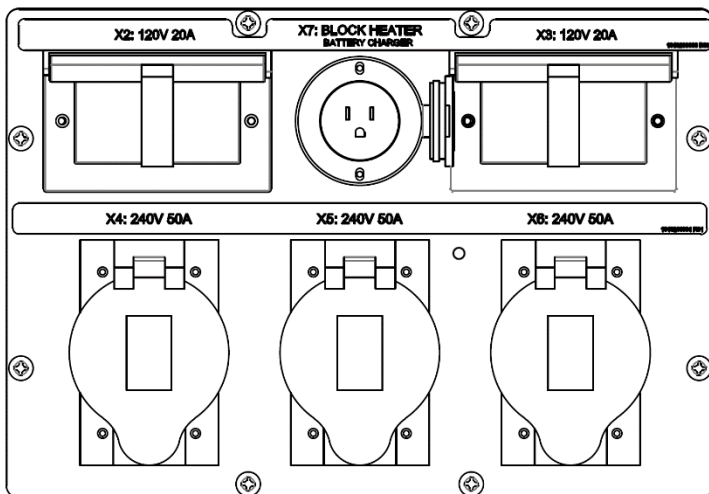
- ✓ 4-position Voltage Selector Switch (VSS)
- ✓ Current transformer x 3 (1 each leg)
- ✓ Single main breaker w/shunt trip
- ✓ Individual breakers for each receptacle
- ✓ Convenience receptacles located on outside of unit for easy access
- ✓ Terminal board for hard wiring
- ✓ Cam-Lock external quick connect (available as option)
- ✓ External emergency stop switch (recessed)
- ✓ Neutral bonded to Ground with a removable bonding link accessible in the control cubicle

Please refer to the chart below for power distribution and voltages. NOTE: All voltages below are subject to change, depending on set point of “Fine Voltage Adjustment” potentiometer and Voltage Selector Switch.

		120V Receptacle NEMA 5-20R	125/250V Receptacle CS6369	Terminal Board
Fine Voltage Adjustment	Voltage Selector Switch Position			
	 240/120V 1Ø 60Hz	120V	240/120V	
	 240/139V 3Ø 60Hz	139V	240/139V	
	 240/139V 3Ø 60Hz	120V	208/120V	
	 480/277V 3Ø 60Hz	139V	240/139V	
	 400/231V 3Ø 50Hz	N/A	N/A	

*All voltages are adjustable with the “Fine Voltage Adjustment” potentiometer located on the control panel. Therefore, voltage may be different then what is shown in the above table. All voltages should be verified before connection to the unit.

Convenience Receptacles



Receptacle	Type
X2, X3	120V - NEMA 5-20R GFCI (outlets)
X4, X5, X6	125/250V - CS6369 (outlets)
X7	120V - NEMA 5-15P (shore power inlet for coolant heater and battery charger)

Controller - Standard

The QAS 150 and QAS 200 JD T4F come equipped with a DeepSea 7310 control module. This is a fully diagnostic ECU controller with large 3" display, that is intuitive and easy to operate with all functions conveniently at your fingertips. The controller also manages the engine ECU operating system, and several safety warnings and shutdowns on various parameters (listed below).

The controller is powered by a main on/off switch located next to unit.

DeepSea 7310 Controller Functionality:

Home Page (displayed while running, scrolling every 3seconds)

- ✓ Generator voltage (ph-ph)

Status Page

- ✓ Generator voltage (ph-N)
- ✓ Generator voltage (ph-ph)
- ✓ Generator frequency
- ✓ Generator kw
- ✓ Generator power factor
- ✓ Generator amperage

Generator Page

- ✓ Generator current (A)
- ✓ Generator earth current
- ✓ Generator load (kw)
- ✓ Generator load (kVA)
- ✓ Generator power factor
- ✓ Generator load (kVAr)
- ✓ Generator load (kWh, kVAh, kVArh)
- ✓ Generator phase sequence
- ✓ Dual mutual status

Event Page

- ✓ Displays the last 15 events

Remote Start/Stop

- ✓ Automatic start/stop via 2 wire dry contact connection

Operational Buttons

- ✓ Start button
- ✓ Stop button
- ✓ Automatic mode (external remote start)
- ✓ Up/Down arrows

Info Page

- ✓ Model number
- ✓ USB identification number
- ✓ Configured engine type
- ✓ Module date and time
- ✓ Scheduler setting

Engine Page

- ✓ Engine speed
- ✓ Oil pressure
- ✓ Coolant temperature
- ✓ Engine battery volts
- ✓ Run Time
- ✓ Oil Temperature
- ✓ Fuel Temperature
- ✓ Turbo Pressure
- ✓ Fuel Pressure
- ✓ Fuel Consumption
- ✓ Fuel Used
- ✓ Fuel Level
- ✓ Auxiliary Sensors
- ✓ Engine Maintenance Due
- ✓ Engine ECU Link

Engine DTC Page

- ✓ This page contains any active Diagnostic Trouble Codes that the engine ECU is currently generating. These alarms are conditions detected by the engine ECU and displayed on the DSE controller.



Controller – Paralleling Option

The QAS 150 and QAS 200 JD T4F are also available as an option with a Qc4004 controller and Qd0701 capacitive touch screen display. This is a fully diagnostic ECU controller with large 7" diagonal (800 x 480 pixel) touch screen display that is intuitive and easy to operate with all functions conveniently at your fingertips. The controller also manages the engine ECU operating system, and a number of safety warnings and shutdowns on various parameters.

Additionally, our Power Management System (PMS) enables the optimization of fuel consumption and expands the generator lifetime. PMS manages the quantity of generators running in parallel with load demand, starting and stopping units in line with increases or decreases in load. This ensures the demand on each generator remains at a level which optimizes fuel consumption. This also eliminates the need for generators to run with low load levels, which can cause engine damage and shorten the life expectancy of the equipment.

Qc4004 Controller Benefits:

Modular Plant Capacity

- ✓ The Qc4004 controller allows up to 32 generators to be coupled in parallel to fit the power requirement of any application.

Remote communication capability

- ✓ The Qc4004 supports serial communication protocols including Modbus (RS-485, USB, and TCP/IP) and Profibus allowing you to supervise and control your genset/plant remotely.

User friendly rental interface

- ✓ Rental companies will benefit from the standardized user interfaces. The controller has been designed with ease of operation in mind, and rental companies can easily set and lock parameters to ensure full protection of their equipment.

Available Modes:

- ✓ **Island mode** - Power plant with synchronizing generators or a stand-alone generator. Also applicable in critical power plants.
- ✓ **Automatic Mains Failure** - Critical power/emergency standby plants, black start generator.
- ✓ **Fixed power** - Power plant with fixed kW set point (including building load).
- ✓ **Peak shaving** - Power plant where generator supplies peak load demand paralleled to the mains.
- ✓ **Load takeover** - Plant mode where the load is moved from mains to generator, for example peak demand periods or periods with risk of power outages.
- ✓ **Mains power export** - Power plant with fixed kW set point (excluding building load).
- ✓ **Remote maintenance** - Used when the generator must supply the load while a distribution transformer is disconnected for service.

* All modes are configurable, and it is possible to change the plant mode on the fly both in single and in power management applications.



Engine

John Deere

JD Tier 4 Final, turbo charged, intercooled, six-cylinder, liquid-cooled diesel engine provides ample power to operate the generator continuously at full-load.

Meets all US EPA, CARB and Environment Canada exhaust legislations with Tier 4 Final compliance. The engine utilizes a **Selective Catalytic Reduction (SCR)** and Diesel Exhaust Fluid (DEF) to meet final Tier 4 emissions. All functionality of the engine is controlled automatically on the controller.

The engine has the capability to start the generator at 14°F (-10°C) with standard glow-plug aid. A 1000W, 120V coolant heater is standard and allows machine starting for down to -13°F (-25°C).

The 335 Gal (1268L) fuel tank is sufficiently sized to operate the unit at full-load condition for long run times (see the *Technical Data* table for specifications).

The engine operates on a 24V negative ground electrical system with a charging alternator and lockable battery cutoff switch.

The cooling system is suitably designed for continuous operation in ambient conditions up to 120°F (49°C), with canopy door closed.

Fuel System

A large 335 US Gal (1268L) PE fuel tank provides safe diesel storage while eliminating tank corrosion contaminants from being introduced to your fuel system. With integrated fuel water separator and filter, the system is designed to help maintain clean and trouble-free diesel supply to the engine for reliable trouble-free operation.

- ✓ Pad-lockable diesel fill cap
- ✓ Fuel / Water separator
- ✓ Inline priming pump (w/ filter)
- ✓ Fuel pre-filter
- ✓ Fuel supply pump (w/strainer)
- ✓ Fuel level sensor
- ✓ Low fuel shut down feature (programmable level)
- ✓ External fuel connections w/3-way valve and quick disconnects

Scheduled maintenance

Standard equipped with filters sized and designed to allow 500-hour service intervals under normal operating conditions. Extended time between services reduces down time and total cost of ownership of the unit over its lifetime..

- | | |
|---|--|
| <ul style="list-style-type: none"> • 500 Hour Service Interval: <ul style="list-style-type: none"> ✓ Oil filter ✓ Fuel filter ✓ Fuel / water separator | <ul style="list-style-type: none"> • 1000 Hour Service Interval: <ul style="list-style-type: none"> ✓ Air filter ✓ Oil filter ✓ Fuel filter ✓ Fuel / water separator |
|---|--|

NOTE: Site specific operating conditions such as; poor fuel quality and low load profile may require more frequent service intervals.

Enclosure & Frame

The generator enclosure is designed for extreme applications to provide superior performance and reliability.

The enclosure is made of carbon steel, which is zinc rich primed, powder coated for corrosion resistance and salt spray tested for 6000 hours. The enclosure and frame are fully sealed from the radiator to the back of the unit, providing a true 110% containment of all fluids.

- ✓ 16Ga carbon steel, zinc rich primed, powder coated enclosure, 6000-hour salt spray tested
- ✓ Heavy duty, 3/16" thick steel base frame
- ✓ 110% fluid containment
- ✓ Superior level of rain ingress protection and design features
- ✓ Pad-lockable doors and fuel cap
- ✓ Engine fluid plumbed to exterior of frame for ease of service
- ✓ Central lifting point
- ✓ Sound dampening material and design to allow quiet operation at 68 to 71 dB(A)

Undercarriage

The QAS 150 and QAS 200 JD T4F are available with two undercarriage alternatives, providing utmost flexibility in installation, site handling or towing. Both the skid frame and the trailer mount the same way and can be interchanged for versatility.

- Trailer mounted:
 - ✓ Dual axle trailer
 - ✓ Available with electric brakes
 - ✓ DOT/Federal MVSS 49CFR571 approved light package
 - ✓ Adjustable height pintle hitch (3" lunette)
 - ✓ 15" Rims w/ ST225/75R15 Tires for trailer use
 - ✓ Heavy Duty torsion axle
 - ✓ 3/8" Safety chains with clevis slip hook and safety latch
 - ✓ Screw jack leveling, with pad foot, 3,000 lbs static capacity
 - ✓ Single point lifting structure
 - ✓ D-Ring Tie down points x4
- Skid mounted:
 - ✓ Sub-frame skid with integrated forklift pockets
 - ✓ Heavy duty design for use in extreme conditions
 - ✓ Frame is 1/4" wider than machine to reduce damage from forklifts
 - ✓ Built-in locations for straps or chains to secure the unit for transport
 - ✓ Single point lifting structure

Factory Options Available

- Trailer stabilizer jacks
- Trailer mounted toolbox
- Spare Tire & mount
- Skid mount
- Cold weather kit (PAROIL E ULTRA - 0W40 synthetic engine oil)
- Internal lights
- Parallel Cubicle (includes Qc4004 controller + Touch Screen Display, Motorized Breaker, Digital AVR)
- Battery charger (12V, 6A) – standard on SV* and RS** models
- External Fuel Tank connection (3-way valve) – standard on SV* and RS** models
- Camlock quick connections (5 x 400A) – standard on RS** models

*SV = Stock Version

**RS = Rental Spec

Manufacturing & Environmental Standards

The **QAS 150 and QAS 200 JD T4F** are manufactured following stringent ISO 9001 Quality Management requirements, and by a fully implemented Environmental Management & Occupational Health and Safety Systems fulfilling ISO 14001 & ISO 45001 requirements.

Attention has been given to ensure minimum negative impact to the environment.

The **QAS 150 and QAS 200 JD T4F** meet all current US EPA, CARB and Environment Canada exhaust and noise emission directives.



Supplied Documentation

The unit is delivered with documentation regarding:

- Hard copies of the Atlas Copco Operators Safety and Instruction Manual, Atlas Copco Parts Book, John Deere Engine Manual and Parts book, in English as well as electronic copies available on request.
- Warranty Registration card for engine and Atlas Copco Generators (Units must be registered upon receipt).

Warranty Coverage

Standard Warranty Coverage: Please refer to Atlas Copco Warranty Statement for up-to-date warranty info.

Extended Warranty Programs: Programs are available; please contact your local sales representative for more info.

CAPABILITY STATEMENT

ECB Solutions, LLC | S-Corp | Ellis Bledsoe, Principal Owner | 205-215-4347 | ellis@ecb-solutions.com | Oxford, MS | Incorporated August 2017 | Tax ID# 82-2598179 | CAGE 7XZ22 | SAM Q9DNH2XVYNN3

PROFILE

ECB Solutions specializes in supply chain and project management. We are committed to providing sensible, practical, and real-world solutions & services to our clients. Our mission is to be a reliable resource in the industries we serve, dedicated to delivering excellent services and superior-quality products.

PRODUCTS & SERVICES

Pad-mount & Pole-mount Transformers | Substation Transformers | Circuit breakers | Industrial Generators | Transfer Switches | Supply Chain Solutions | Project Management Services | Business Process Consulting

CORE COMPETENCIES

Distribution of Electrical & Industrial Equipment
Supply Chain Management
Project & Program Management
Strategic & Business Planning
Business & Manufacturing Process Improvement

CURRENT CONTRACTS

City of Meridian (ID) – 75 & 2500 kVA Padmount Transformers
Portage Area Regional Transportation Authority (PARTA) – Diesel Gas Generator and Transfer Switches
Washington State Department of Transportation (WDOT) – Trailer Mounted Generators
Nebraska Department of Corrections – 3000 kVA Padmount Transformers
National Renewable Energy Laboratory (NREL) – 1750 kVA Padmount Transformers
Hoffman Construction Company (ID) – 2500 kVA Padmount Transformers
City of Oxford (MS) – Diesel Gas Generators
Rochester Genesee Regional Transportation Authority (NY) – 2500 kVA Padmount Transformer
City of Fort Collins (CO) – 25 kVA 1-PH Padmount Transformers
Gulf County (FL) – Diesel Gas Generator
Labadie Creek Watershed/Taylor Eng (MO) – Diesel Gas Generator
The University of St. Thomas (MN) – 3750 Padmount Transformer
Mississippi State University – Padmount Transformers and Diesel Gas Generator
The University of Southern Mississippi – 1000 kVA Padmount Transformer
Hanford Mission Integration Solutions (WA) – 1500 kVA Padmount Transformer
City of Salem (VA) – 500/750 kVA Padmount Transformers
Texas Dept. of Criminal Justice – 1500 kVA Padmount Transformer

CURRENT CONTRACTS

Florida Keys Aqueduct Authority – 300/750 kVA Padmount Transformers
City of Farmington (NM) – 300 kVA Padmount Transformers
The University of South Carolina – 500 kVA Padmount Transformer
Centralia City Light (WA) – 300 kVA Padmount Transformers
Colorado State University – 300 kVA Padmount Transformer

PAST PERFORMANCE

City of Hamilton (OH) Department of Infrastructure – 167 & 250 kVA Padmount Transformers
Mississippi State University – 3000 kVA Padmount Transformers
Mississippi State University – 1500 kVA Padmount Transformers
Thomas Jefferson National Accelerator Facility (VA) – 2500 kVA Padmount Transformer
FAA Aeronautical Center Customers and Borders (OK) – Liquid Propane Generators
City of Nixa (MO) Public Works Department – 300 & 500 kVA Padmount Transformers
Fayetteville State University – 300 & 2000 kVA Padmount Transformers
City of Pearl (MS) – Natural Gas Generator and Transfer Switch
Capital Region Water Authority (PA) – 1500 kVA Padmount Transformer
Fayetteville State University – Natural Gas Generator and Transfer Switch
City of East Jordan (MI) – Diesel Gas Generators and Transfer Switches
Columbus Light & Water (MS) – 161kV Circuit Breaker, Spare Parts
Columbus Light & Water (MS) – 69kV Circuit Breaker, Spare Parts
Columbus Light & Water (MS) – Natural Gas Generator and Transfer Switch
City of Dothan (AL)/Dothan Utilities – 150 kVA Padmount Transformers
Winco Foods (UT) – 1500 kVA Padmount Transformer
Bi-State Development (MO) – Natural Gas Generator and Transfer Switch
City of Nixa (MO) Public Works Department – 750 & 112.5 kVA Padmount Transformers
City of Huntington Beach (CA) – 1000 kVA Padmount Transformer
Murray State University (KY) – 750 kVA Padmount Transformer
City of Port Angeles (WA) – Generator and Transfer Switch
Tinker U.S. Air Force Base (OK) – 300 kVA Dry Type Transformer, Contract FA812624P0017
Rochester Genesee Regional Transportation Authority (NY) – 300 kVA Padmount Transformer
Ohio Department of Transportation – 500 kVA Padmount Transformer, Contract #DOT42624-1
USA Garrison Ft. Detrick – 50 kVA Medium Voltage Control Transformer, Contract # W911S223P0935
City of Kenner (LA) - Department of Public Works - 112.5 kVA Padmount Transformer
Fayetteville State University – 150 kVA Dry Type Transformer

BUSINESS REFERENCES

Capital Region Water Authority (PA) Bryon Maze- Procurement Manager (717) 216-5234 bryon.maze@capitalregionwater.com	Columbus (MS) Light & Water Marc Rushing-Electric Manager (662) 386-5545 mrushing@columbus-lw.com
National Renewable Energy Laboratory (NREL) Lu Lindsay - Subcontract Administrator Acquisition Services LuAnn.Lindsay@nrel.gov	HV Sales Company, Inc. Jason Simon, P.E.- Vice President (901) 491-4710 jsimon@hvsales.com
Department of Energy (DOE) - Jefferson Lab Tom Huratiak (757) 269-7338 huratiak@jlab.org	LiRo-Hill Stelios Moisidis, EIT- Electrical Engineer (585) 736-9237 moisidiss@liro-hill.com
Fayetteville State University Gene Cottrell - Director of Facilities Budget & Administration (910) 672-1392 gcottrel@uncfsu.edu	Winco Foods/DC Engineering Bill Crabb, PE (208) 493-0004 bcrabb@dcengineering.net

CERTIFICATIONS

MISSISSIPPI - Minority Owned Business Enterprise (MBE) #019632 | Disadvantaged Business (DBE)
 ALABAMA - Birmingham Airport Authority (DBE) - #12-00956
 CALIFORNIA - California Department of Transportation (DBE) # 45728
 LOUISIANA - Disadvantaged Business (DBE)
 MARYLAND – Small Business (SBE) | Disadvantaged Business (DBE)
 NORTH CAROLINA - Small Business (SBE) # 9000008934 | Historically Underutilized Business (HUB) # 72475
 TENNESSEE - Minority Business (MBE) - #050918-01

NAICS - INDUSTRY CODES

425120 - Wholesale Trade Agents and Brokers
 335311 - Power, Distribution, and Specialty Transformer Manufacturing
 335312 - Motor and Generator Manufacturing
 334416 - Capacitor, Resistor, Coil, Transformer, and Other Inductor Manufacturing
 541614 - Process, Physical Distribution, and Logistics Consulting Services
 541611 - Administrative Management and General Management Consulting Services

NIGP – INDUSTRY CODES

28586 - Transformers, Power Distribution, Including Fluid Filled, Pad and Pole Mount

93639 – Generators, Portable and Stationary, Including Parts and Accessories Maintenance and Repair

28514 - Circuit Breakers, Load Centers, Boxes, and Panel Boards

98888 – Supply Chain Management Services

95877 - Project Management Services



CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

AUTHORIZE THE CITY MANAGER TO EXECUTE AND ADMINISTER A CONSULTANT SERVICES AGREEMENT WITH BUREAU VERITAS FOR THE COMPLETION OF AN ADA TRANSITION PLAN UPDATE

RECOMMENDATION(S)

Authorize the City Manager to execute and administer a consultant services agreement with Bureau Veritas for the completion of an ADA Transition Plan Update in the amount of \$96,687.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

Enhancing Diversity and Inclusiveness

REPORT NARRATIVE:

The City created its Americans with Disabilities Act (ADA) Transition Plan in November 1993. City staff are proposing an update to the Plan. The update to the Plan will be used by the City in its continuing effort to comply with accessibility requirements as required by the ADA and State of California Access codes. The project will identify potential non-compliant items and other physical barriers at City buildings, parking lots, and recreational facilities. The update is intended to also add a new section to the Plan relating to sidewalks and curb ramps in the public right of way, based on the soon-to-be-completed sidewalk assessment that is currently underway.

To conduct this work, the City issued a request for proposals from qualified firms to provide professional services for the update of its ADA Transition Plan. The City received six (6) proposals from consulting firms to conduct this work. These firms include:

- Partner Engineering and Science, Inc.
- Altura Solutions Accessibility Consultants
- SZS Engineering Access, Inc.
- Bureau Veritas
- Sally Swanson Architects, Inc.
- Arcor, Inc.

A team of raters, including the Building Official, Maintenance Manager, Administrative Analyst, and Public Services Director, evaluated the written proposals. Following evaluation of the written proposals, interviews were scheduled with the top scoring firms to further evaluate proposals from those firms. Scoring was based on the following criteria:

- Demonstrated professional quality with similar projects
- Experience of personnel/sub-consultants assigned to the project
- Past Experience
- Review of references
- Quality of the proposal
- Ability to meet all aspects of the scope of work
- Fee proposal (not reviewed until after scoring for other areas was complete)

Following the evaluation, the following scores were issued for the proposals:

Rater Scoring	Arcor	Bureau Veritas	Sally Swanson	SZS	Altura	Partner
Rater 1	59.5	70	65	65	67	67
Rater 2	30.5	67	59.5	68	63	41
Rater 3	43	64	45	59	54	44
Rater 4	44.5	61.5	56	56	58	48.5
Subtotal (Average)	44.4	65.6	56.4	62.0	60.5	50.1
Cost Scoring	12.4	11.1	5.9	6.0	6.7	15.0
Total	56.8	76.7	62.3	68.0	67.2	65.1

The highest scoring firm, Bureau Veritas, possesses extensive qualifications in ADA compliance. During their evaluation, they displayed proficiency in specialized regulations, including the various intricacies of the ADA and relevant building codes. The evaluation committee believes that the firm will be able to leverage expertise in facility design, building construction, and provide technical assistance in outlining projects that are cost-effective and ensure comprehensive accessibility.

COMMUNITY ENGAGEMENT:

Inform/Consult

The City is recommending approval of this item to meet federal and state regulations associated with the ADA. No community engagement was conducted in selecting the firm to conduct this work. Community engagement is required and will be conducted in the update of the Plan. This engagement will include online communications/feedback as well as a community meeting.

ALTERNATIVE ACTIONS:

The City Council could choose not to authorize the agreement as recommended and direct staff to reissue a request for proposals for this work. This is not recommended as a competitive solicitation did occur and City staff believe an experienced consultant to provide the service at a reasonable price has been identified. Alternatively, the City Council could choose not to

approve moving forward with the ADA Transition Plan update at all. However, this is not recommended as it will put the City at risk of not complying with ADA requirements.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council approved the current ADA Transition Plan on November 17, 1993.

FISCAL AND RESOURCE IMPACT:

The cost of the Update will be partially funded by grant funds available from our insurance pool (\$33,700), SB 1186 License fees (\$31,500), and the remainder will be funded by the Infrastructure Planning, Operation Support, and Traffic Congestion program budget (\$31,487).

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of city facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities.

CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS
Bureau Veritas Technical Assessments LLC

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Bureau Veritas Technical Assessments LLC a Maryland limited liability company ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.

2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2026 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement provided the compensation does not exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service.** The services to be performed by CONSULTANT shall be completion of an ADA Transition Plan for the City of Morgan Hill as further described in **Exhibit A.**

4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$96,687.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Ninety Six Thousand Six Hundred and Eighty Seven dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.

 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY'S City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT'S equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY'S City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT'S sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees, and agents, relating to, or arising from, the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S

combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

7.1.3. Workers’ Compensation Insurance and Employer’s Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT’S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT’S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

7.1.5. Professional Liability.

7.1.5.1. If the performance of CONSULTANT’S work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT'S work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT'S work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.2. **Endorsements**. CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. General Liability and pollution liability (when pollution liability applies).

7.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

7.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

7.2.2. Workers Compensation.

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

7.3. **Qualification of Insurers**. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT'S agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.**

9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

9.2. Compliance with Wage and Hour Laws: Consultant, 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 and the California Labor Code.

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

Prior Judgments against CONSULTANT and/or its Subcontractors: 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 SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE

MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: 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 an subcontractor 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, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision, or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: 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 to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). CONSULTANT will further comply, and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8).

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

BUREAU VERITAS
Attn: Erik S. Piller, Executive Vice President of Sales
6021 UNIVERSITY BOULEVARD, SUITE 200
ELLCOTT CITY, MD 21043
Address of CITY is as follows:

Public Services Director	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes, and regulations of the federal, state, and local government.

15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records.**

16.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification.**

21.1. **Defense and Indemnification for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM") to the extent of CONSULTANT'S proportionate percentage of fault.

21.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 21.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

21.3. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence, or willful misconduct of the CITY.

- 21.4. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.
- 21.5. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 21.6. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified, or provisions waived, only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Notice of Security and/or Privacy Incident.** If CONSULTANT, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, CONSULTANT shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. CONSULTANT shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, CONSULTANT shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. CONSULTANT agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. **Binding Agreement.** Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Data Sharing.** This Agreement requires access by CONSULTANT to CITY'S Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

29. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, 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.

30. **Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

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[Signatures on Next Page]

31. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Bigelow
Print Name

Christina J. Turner
Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:
Donald A. Larkin

Bureau Veritas Technical Assessments LLC

City Attorney

By: 

Erik Piller, Executive VP

Print Name

Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: _____

Date: 05/27/2025

By: 

Matt Munter, Executive VP

Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 05/27/2025

EXHIBIT A SCOPE OF SERVICES

GENERAL STATEMENT OF UNDERSTANDING

Bureau Veritas understands that it will provide consulting services to ensure the City of Morgan Hill (“Client”) complies with all aspects of the Americans with Disabilities Act (ADA), the Federal ADA Accessibility Guidelines (ADAAG), American Barriers Act (ABA), the California Building Code, and local accessibility regulations with regards to its programs, and services, public buildings and facilities, exterior amenities, and paths of travel. The work will ultimately culminate in the production of an ADA Transition Plan, which will include a schedule of improvements necessary to meet the ADA, the State of California, and local accessibility requirements, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications.

EXPERIENCE WITH STANDARDS AND GUIDELINES

Bureau Veritas has extensive experience and expertise with ADA Accessibility Standards, Public Rights-of-Way Accessibility Guidelines, and the California Building Code, which are relevant to this project. Our assessors and management staff have project experience in multiple states and locales nationwide, and apply the 2010 ADA Standards for Accessible Design, the current ADA accessibility guidelines (ADAAG), and other state and local building codes as required by laws, statutes and ordinances. When prioritizing barrier removal, we will follow the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the CLIENT and by public survey results. Bureau Veritas is experienced with the application of the program access test defined in Title II 35.150(b), and understands that not all individual barriers must be removed, but the overall program must be made accessible.

PROPOSED PROJECT APPROACH

The scope of the work, as defined by the City, includes:

- **ADA Self Evaluation**
 - Physical Assessment of Facilities and Sites**
 - Accessibility Transition Plan**
- **Program Access and Policy Review**
- **Public Outreach Meetings (2)**
- **Public Rights-of-Way (PROW) – Aggregation of Existing Reports**

The City has requested services for:

- **Eight (8) public building facilities**
- **Five (5) parks**
- **Four (4) parking lots**

Bureau Veritas will complete the following:

- **Conduct comprehensive accessibility assessment and inventory of facilities identified on the Buildings/Site list.**
- **Ensure compliance with applicable standards, regulations, and codes for accessibility**
- **Perform site visits to observe, document, and photograph specific conditions and modifications of facilities and components subject to federal, state, and local access requirements.**

- **Assessment of the content and location of the Client programs, services, policies, training and communication practices.**
- **Create public outreach to ensure public input into the transition planning process, including public meetings and public survey.**
- **Create criteria to prioritize facilities and/or categories of work to support a phased approach to implementation of the ADA Transition Plan.**
- **Establish order of magnitude (pre-planning level) estimated costs for each barrier removal necessary to make facilities accessible.**
- **Prepare interim and final presentations of findings and recommendations to the Client.**
- **Deliver draft and final reports per protocol established by the Client.**
- **Maintain the electronic database the Client can use to track barrier removals as each is completed, which serves as a living Transition Plan.**

APPROACH

Bureau Veritas (BV) will conduct a kick-off meeting with the Client to define communication channels, define the scope of work, and to review the facility and program lists. Discussions will include recent and proposed capital improvements and available programs at each of the facilities. Bureau Veritas will note public use patterns and prioritization of the facilities and programs.

Prior to the kick-off meeting, Bureau Veritas will provide a pre-assessment questionnaire for each site and other documentation. Documents requested, if readily available, are:

- **Prior accessibility transition plans or self-evaluations**
- **Site plans / floor plans**
- **Identification of any/all historic structures**
- **Description of each facility's purpose**
- **As-built drawings (with dates of construction)**
- **Current reasonable accommodation policy**
- **Intersection / street / curb plans / previous side walk survey**

The initial discussions with the Client staff will include the following elements:

- **Roles and lines of communication between and within both the Client and Bureau Veritas.**
- **Protocols for interaction between all parties throughout the project: Contact information should include the office and cell numbers for a minimum of 2+ contacts with the appropriate Client staff and Bureau Veritas.**
- **Field assessment logistics: Normally, Bureau Veritas does not require escorts to perform the field assessments, except where escorts may be required within restricted areas. Outline areas of client's highest priority for any assessment to be completed during any training phases, likely complexity of assessment data processing, efficient workflow each day of the assessment, and Client requests.**
- **Facility mapping.**

Field schedules and facility management interviews will be conducted once the schedule is approved by the Client. Once the field schedule is approved, Bureau Veritas will deploy trained accessibility assessors with backgrounds in Landscape Architecture, Architecture, Engineering, and Building Systems for facility assessments. All field resources assigned have been professionally trained in accessibility assessments and have performed numerous assessments.

PROGRAM ACCESS AND POLICY REVIEW

Bureau Veritas is experienced with the program access test defined in Title II 35.150(b), and realizes that not all amenities are required to be accessible. Bureau Veritas’s goal is to assist the Client in providing the most economically viable improvements for its users. Through consultation with staff, stakeholder surveys and our field observations, Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

An assessment of the Client’s programs will be performed. The United States Department of Justice defines “programs” as the “programs, services and facilities” of a Title II entity. The current status of the Client’s programs as defined by the DOJ will be evaluated through discussions with Client staff and a review of documentation. The goal mandated by Title II of the ADA is to ensure that individuals with disabilities are not excluded from services, programs, and activities because buildings are inaccessible or other assistance is not available. Steps needed to make programs accessible to disabled individuals will be detailed, such as, providing sign language interpreters to enable an individual with a disability to obtain the service, or providing benefits at an alternative accessible location in order to ensure that individuals with disabilities receive the benefits or services.

Bureau Veritas will meet with the designated representatives of the Client to gather information from the various departments regarding the access opportunities or problems which have arisen in the past. Bureau Veritas will evaluate the issues and experiences with respect to the provision of services to people with disabilities.

A program survey will address issues with respect to the delivery of accessible programs and services. A policy and program review provides a greater scope of information about structural changes required for barrier removal.

The list of public programs and methods of communication with the public has not been provided to Bureau Veritas as part of the Client’s request for a proposal. As such, Bureau Veritas has limited the review of said programs and communications to eighty (80) man hours. Bureau Veritas will work with the Client to prioritize the review to those programs with the highest impact to the community.

It is possible that the program assessment will determine that providing full access to a given program, service or activity is simply not possible. In such a case, Bureau Veritas will work with the Client to determine if providing full access to the program would be an “undue financial and administrative burden.” Determinations regarding a finding of an “undue financial and administrative burden” require specific documentation as set forth in the Title II regulations.

PUBLIC OUTREACH

Community engagement is an essential part of creating a successful Transition Plan and Policy Procedure Guideline. BV will work with the city to seek input from Staff, the general public, and the accessible community. This input is critical for understanding how facilities are actually being used and how to increase usability. Early engagement increases community awareness, engagement after the draft Transition Plan increases buy-in from the community, especially those advocating for accessibility.

The community engagement results and the Client’s ADA Compliance Team’s advice will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or

activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible. Bureau Veritas has experience with public outreach, including public input to the transition plan. Public outreach must be conducted prior to development of the Transition Plan, in order to determine user priorities and program opinion. Bureau Veritas will arrange for and conduct a public outreach meeting for the community at large. Bureau Veritas will reach out to local disability rights and service organizations for their valuable community input. Bureau Veritas's goal is to assist the Client in providing the most economically viable improvements for its users. The results of the initial public outreach and the advice of the Client's ADA Compliance Team will be incorporated into the Transition Plan. Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the Client to post notice of the public meeting on the Client website.

FACILITY AND PARKS ASSESSMENTS

An experience accessibility field observer will visit each property to observe the general condition of the site and facility interior/exterior improvements, review available documents in order to familiarize themselves with each site's specific accessibility issues. Bureau Veritas will conduct a walk-through visit of each site in order to observe and identify physical accessibility deficiencies and formulate recommendations to eliminate the physical barriers. As a part of the assessment process, Bureau Veritas will meet with a client representative in order to gain a clear understanding of the overall features and programs, property condition, and completion dates of additions and/or renovations, either on-site as part of the individual site assessment or at client offices reviewing the entire client inventory. Areas to be observed include all interior and exterior features of the property, including parking lots, sidewalk/pathways, recreational assets, exterior access ramps, all interior areas accessible to the public, and employee areas.

The field observer will develop recommendations based on the walk-through visit and interviews with Client representatives and Bureau Veritas's vast experience gained on similar properties previously evaluated. The field observer may also question others who are knowledgeable of the property's physical condition and operation, or of similar systems to gain comparative information to use in evaluation of the property.

The field observer will review documents and information provided by Client that could aid Bureau Veritas's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

During the walk-through, the observer will utilize a field checklist based on the 2010 ADA Standards for Accessible Design, which are the current ADA accessibility guidelines (ADAAG), as well as any more stringent accessibility standards defined by the State of California and local accessibility codes.

The field observer will utilize a digital level, measuring tape, door pressure gauge, light and sound meters, and digital camera or an iPad with equivalent capability to evaluate existing elements to determine if barriers are present. The observer will identify and prioritize any existing improvements not in accordance with ADA, state, and local accessibility requirements, in the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the Client and by public survey results, such as:

- Physical access to the property
- Access to interior public areas
- Access to common areas, including recreation facilities and other observable space
- Access to restrooms; and
- Removal of remaining barriers

The field checklists will incorporate the applicable standards. An excerpt of the field checklist for restrooms follows:

WHEELCHAIR STALLS	YES	NO	N/A	NOTES	Regulatory Section
Is there 48" min. from the door side of compartment to any wall or obstruction when approach to compartment is parallel approach to the latch side of the door? Measurement must be made perpendicular to compartment door when fully closed from outside of door to obstruction outside compartment.					CBC Chap 11B-604.8.1.2
Does door have door pulls on both sides of door near the latch?					CBC Chap 11B-604.8.2.2
Is centerline of water closet 17" min. to 18" maximum from side wall?					CBC Chap 11B-604.2

The Bureau Veritas team will assess exterior areas and interior common areas that are defined as areas of public accommodation, as well as the employee areas defined by the Client. Bureau Veritas will identify existing non-compliant conditions, including but not limited to, the elements specified below (if applicable):

- Space allowance/ranges
- Accessible routes, vestibules, corridors
- Protruding object
- Ground/floor surfaces
- Loading zones
- Curb ramps
- Ramps
- Stairs
- Elevators
- Platform lifts
- Windows
- Doors
- Hardware
- Work surfaces
- Entrances and exits

- Drinking fountains and water coolers
- Water closets
- Toilet stalls
- Urinals
- Lavatories and mirrors
- Bathtubs
- Shower stalls
- Toilet rooms
- Bathrooms
- Dressing/fitting rooms
- Sinks
- Storage
- Handrails, grab bars, and tub/shower seats
- Controls and operating mechanisms
- Alarms (visual, audible)
- Detectable warnings
- Signage (Braille, visual)
- Telephones
- Switches and outlets
- Seating and tables
- Assembly areas
- Parking
- Sidewalks and walkways
- Playgrounds and play areas
- Pools/aquatic facilities
- Recreational assets

If proposed solutions to the identified barriers to accessibility would place an undue administrative or financial burden on the Client, Bureau Veritas will discuss these solutions in advance with Client staff. Bureau Veritas will provide an order of magnitude (pre-planning level) estimate for all items of work necessary to bring each facility into compliance. All estimates will be based upon current year costs without escalation. Escalation factors can be included if preferred by the Client.

PRIORITY RANKING AND CLASSIFICATION

The analysis will include all barriers to be ranked by Priority Classes. The five classes below are DOJ recommended but can be altered to meet your specifications and needs:

Priority 1: Accessible Approach and Entrances – An entity providing accommodation to the public is required to take measures to provide access to a place of public accommodation from public sidewalks, parking, or public transportation. These measures include, for example, installing an entrance ramp, correcting tripping hazards or lessening the slope of a curb ramp. At least one route of travel to each amenity or feature should be safe and accessible for everyone, including people with disabilities.

Priority 2: Elements along the Accessible Route – Barriers which occur along the path of travel shall be removed, where such a barrier is easily accomplishable. Examples include moving items within reach range, widening doors, installing accessible door hardware, and removing high-pile carpeting.

Priority 3: Restroom Facilities – Barrier removal may include widening of toilet stalls, installation of grab bars, replacement of sinks and drinking fountains.

Priority 4: Access to All Other Features and Amenities – Measures are required to provide access to other areas. This priority is for items not required for basic access in the other three higher priorities.

Priority 5: Employee-Only Areas – Employee-only areas are designated as the lowest priority, as a method of placing public spaces as a higher priority for barrier removals.

Location of Assessments shall include:

- **Civic Center - 17575 Peak Avenue**
- **Corporation Yard 100 Edes Court**
- **Police Department - 16200 Vineyard Boulevard**
- **Centennial Recreation Center - 1 West Edmundson Avenue**
- **Aquatics Center - 16200 Condit Road**
- **Community & Cultural Center - 17000 Monterey Road**
- **Dunne Hill Fire Station - 2100 East Dunne Avenue**
- **El Toro Fire Station - 18300 Monterey Road**
- **Galvan Park 17666 Crest Avenue in Morgan Hill**
- **Community Park - 171 West Edmundson Avenue (2 parking lots)**
- **Nordstrom Park - 16990 Murphy Avenue**
- **Paradise Park - La Crosse Drive & Calle Enrique**
- **Railroad Park - 17200 Depot Street**
- **Downtown Parking Lot 1 - 17300 Depot Street**
- **Downtown Parking Structure - 55 East 4th Street (4 floor parking structure)**
- **Downtown Parking Lot 2 - 35 East 3rd Street**
- **Downtown Parking Lot 3 - 20 West 1st Street**

PUBLIC RIGHTS-OF-WAY EVALUATION

Bureau Veritas will aggregate an existing PROW study (provided by City) into our reporting.

TRANSITION PLAN

The field assessment data and costs, programs assessment, and the public rights-of-way data and costs will be brought together in one document to form the Transition Plan. Once the assessments of the programs, buildings, facilities, and parks are complete, data will be analyzed and prioritized. The Transition Plan document will include all identified barriers to accessibility, associated costs for barrier removal, and tentative solutions.

Solutions will be discussed with Client staff and presented to stakeholders, as needed. Once all facility assessments have been completed, a Draft Transition Plan will be prepared. The Transition Plan will provide a framework for full compliance with the accessibility regulations.

The Transition Plan process comprises the following components:

- **Identification of physical and programmatic barriers in facilities under the Client's jurisdiction.**
- **Determination of the barrier removal remedy and an order of magnitude estimate of the cost of the barrier removal required to eliminate the physical barrier or discriminatory practice.**
- **Assignment of priority level to the barrier removal.**
- **Formulation of the Transition Plan within the parameters of projected fiscal year budget constraints.**

Within the Transition Plan, Bureau Veritas notes work that shall remove physical and programmatic barriers in existing facilities, and communication barriers structural in nature, where such removal is able to be carried out without much difficulty or expense. This document will outline in detail the steps required for the Client to achieve accessibility compliance. Where the Transition Plan identifies work which will take longer than one year to complete, a multi-year schedule with priorities will be provided.

Results of the initial public outreach and the advice of the Client's ADA Compliance Team will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible. Bureau Veritas will meet with the ADA Compliance Team to present a Draft Transition Plan and gain its input and commentary on the Draft Transition Plan prior to presentation to the community.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the Client to post notice of the public meeting on the Client website. Following the public meeting, Bureau Veritas will meet with the ADA Compliance Team to review all applicable commentary and to make choices regarding the draft final plan to be presented to the Client. Regular maintenance or rehabilitation projects and that accessibility projects are blended into other scheduled work, when possible.

Following the review and inclusion of public comments in the Transition Plan, Bureau Veritas will submit the Final Transition Plan in printed and electronic copies to the designated parties and stakeholders. The Final Transition Plan will include an executive summary, and a description of how the entire self-evaluation and transition planning process was conducted. Bureau Veritas will present the Final Transition Plan to the Client at a scheduled meeting. Along with the Transition Plan and a summary, Bureau Veritas will prepare a PowerPoint presentation that will explain how the Transition Plan was formed, the choices which were made with respect to accessibility solutions, the manner in which budget decisions were made, and the benefits that the implementation of the Transition Plan will bring to the Client.

DELIVERABLES

The deliverables are:

- Facility and Park ADA Assessments- individual facility and park reports
- Public Rights-of-way Assessments- aggregate existing reports
- Program Access and Policy Review
- Public Outreach Meetings (2) and Public Survey
- Transition Plan

The facility assessment and program assessment reports are provided in electronic format and are typically represented in three formats:

- **Word® document converted to an Adobe PDF, with photographic images of barriers and GPS positioning of exterior barriers.**
- **Excel® spreadsheet with code references, existing conditions, barrier resolution, and cost data.**
- **Cloud-based database ADA AssetCALC™.**

Bureau Veritas will provide an ADA report for each facility assessment with a description of each barrier observed and recorded, and will define the location, recorded measurements, barrier description, applicable ADAAG/state/local code reference, viable corrective action, priority, and order of magnitude (pre-planning level) cost estimate of repair. Color photographs of each barrier are included with the barrier record. Barriers will be identified and presented by individual facility. Each report will include an executive summary, including a summary cost table identifying the estimated cost to correct each facility.

Bureau Veritas will use our web-based database, ADA AssetCALC™ for the facility assessments, and for components of the Transition Plan. ADA AssetCALC™ will provide the CLIENT with the ability to generate cost tables for all facilities, or for each individual facility. Similar types of barriers can be queried within the ADA AssetCALC™ database across all facilities, with the resulting ability to improve purchasing and contracting power. Barriers can be ranked by priority for removal. Photos will be uploaded to ADA AssetCALC™ to be viewed as a photo log or individually, when reviewing a specific barrier. Bureau Veritas will provide a Transition Plan, which will include the program access report, presented in a Word document converted to an Adobe PDF, with the data exportable to an Excel format. Bureau Veritas will provide an electronic draft of the reports for review, including text, tables, digital photos, field notes, and supporting documentation. Final reports will be provided after all Client comments have been addressed.

DATA MANAGEMENT SOLUTION - ADA ASSETCALC™ SOFTWARE

Bureau Veritas is providing access, at no additional charge, to ADA AssetCALC™ for a period of three years. This platform streamlines the Capital Planning and ADA Transition Planning process by compiling funding requirements for barriers and creating budget models based on project priority, life cycle maintenance, and repair requirements.

The Client is not required to utilize this software as we will provide hardcopy reports and we can export the data to Excel and Word formats.

ADA AssetCALC™ is a web-based SQL database platform that enables users to query, edit, and analyze their facility accessibility and condition data to plan immediate and short-term barrier repairs, and budget capital expenditures throughout the lifecycle of a single building or an entire portfolio. The system unites Bureau Veritas's experienced field data collection methods with advanced planning and reporting tools, construction cost library, location mapping features, digital photo management, and document storage.

ADA AssetCALC™ will provide the Client with the ability to list, prioritize, query, and track deficiencies recorded through the Self-Assessment Process. It is easy to use, and populated with accessibility requirements pertinent to the Client. Bureau Veritas recognizes that budgets change and the Transition Plan must be able to account for unplanned occurrences. ADA AssetCALC™ provides a process to complete work on those barriers that have been corrected over time. Reports can be queried instantaneously to reflect the barriers corrected. ADA AssetCALC™ provides the ability to track progress over time.

Prior to populating the database, Bureau Veritas will work with the Client to establish required attributes and data points associated with each asset. This will include a discussion of the relative priority of the asset requiring barrier removal. This will include all Client physical assets and will be grouped in a hierarchy based on site location, asset group, and function. Bureau Veritas will utilize ADA AssetCALC™ to track physical accessibility needs associated with the Implementation/Transition Plan. The database contains a capital planning and transition planning module in which accessibility construction projects may be established, including barrier removal priorities. It will provide the Client with a consolidated database of capital projects related to barrier removal. Capabilities of ADA AssetCALC™ include, but are not limited to:

- Microsoft.net web-enabled software
- Customizable fields, groupings, and reporting
- Reports, charts and graphs to forecast capital needs for individual buildings and construction projects
- Progress reports and tracking of the corrective measure progress
- Capital budget planning tools to assign and track progress over fiscal years
- Corrective action work completed/progress complete
- Access to the observed site conditions of barriers with photographs and GPS positions of exterior barriers
- Updateable cost library makes budgets more accurate over time
- Customizable priority framework and search tools to help decision makers
- Export tools to take data to other applications, including Microsoft Excel
- Repository for storing and searching documents related to buildings and component
- ADA compliance library to plan and track accessibility improvements
- Administrative tools for managing user access

ADA AssetCALC™' reporting will include GPS coordinates for locations of each exterior barrier on a satellite map. Bureau Veritas, in conjunction with Google Earth imaging, provides the most recent satellite mapping. Each exterior barrier is indicated by its own GPS marker.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

BVTA will submit a monthly consolidated invoice inclusive of all services performed to date. The per site fee will be established per the schedule of values provided at the program kick-off and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt:

Total Base Fee: \$91,687

Billing Milestone	Percentage Invoiced
Completion of onsite assessments	50% of total base fee
Delivery of Draft Reports & Draft ADA Transition Plan	45% of total base fee
Delivery of Final* Reports & Draft ADA Transition Plan	5% of total base fee

*If comments on the Draft report and ADA Transition Plan are not received within 60 calendar days, BVTA will invoice for Final Reports.

Contingency:

The contract includes \$5,000 in contingency funds. Funds are available based on the addition of elements outside the scope. Use of contingency funds must be approved by City staff in writing.

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

BVTA's report(s) will be delivered within 120 full business/working days after receipt and approval of the signed proposal document.

After engagement, a call will be placed to the designated onsite Point of Contact (POC) provided by the Client in order to schedule the site visit(s), where applicable. The Client acknowledges that the Point of Contact provided shall be deemed an agent of the Client for the purposes of providing access and conveying information pertaining to the Site.

CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

AUTHORIZE THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH THE COUNTY OF SANTA CLARA FOR SOUTH COUNTY YOUTH TASK FORCE FUNDING

RECOMMENDATION(S)

Authorize the City Manager to further negotiate, execute, and administer a service agreement with the Santa Clara County District Attorney's Office to receive and administer grant funding in support of the South County Youth Task Force.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Supporting our Youth, Seniors, and Entire Community

Advocating for Local, Regional, and State Legislative Initiatives

2024-2025 Strategic Priorities

Healthy Community

REPORT NARRATIVE:

The South County Youth Task Force (SCYTF) was formally established in January 2012 through a collaborative effort by the City of Gilroy, the City of Morgan Hill, Gilroy and Morgan Hill Unified School Districts, and Santa Clara County. This multi-agency partnership was created to address the challenges of youth violence and gang activity in the South Santa Clara County region. The SCYTF aims to implement a comprehensive, community-oriented approach focused on prevention, intervention, and restorative justice practices to empower disconnected youth and foster safer, healthier communities.

One of the major funding entities of the SCYTF is the Santa Clara County District Attorney's Office (DAO). In past years, the DAO has provided the City of Gilroy with funding to contract with community organizations to provide support services in the South County to support the SCYTF. City of Morgan Hill Staff are highly appreciative of the City of Gilroy for taking this task on, but are now recommending that Morgan Hill directly administer grant funding provided through the DAO. Staff believe this will allow programming from the community organizations to better meet the different and unique needs of Morgan Hill, while still meeting the goals for the funding.

The attached agreement will provide \$100,000 in funding to the City of Morgan Hill, which will be used to grant funding to community organizations to support the work of the South County Youth Task Force aimed at preventing youth violence, addressing health equity and neighborhood disparity issues, reducing juvenile delinquent behaviors and the recruitment of youth into gangs, and supporting parent's leadership and capacity-building within South Santa Clara County.

COMMUNITY ENGAGEMENT:

Inform/Collaborate

The City Council accepted the DAO grant at the Mid-Cycle Budget Review on June 4, 2025.

While the City has not conducted any community outreach regarding this change in the funding model, the SCYTF regularly engages with community members in Morgan Hill. This includes youth who are directly involved in the programs and provide direct feedback to the SCYTF.

ALTERNATIVE ACTIONS:

The City Council can elect not to move forward with this funding and the City can request the DAO continue to work with Gilroy on this effort. This will likely delay grant funding to community organizations for several months, which will result in services not being provided to youth until later in the Fiscal Year.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council approved Morgan Hill's participation in the South County Youth Task Force on June 20, 2012. The Council subsequently approved multiple memorandums of understanding in the ongoing support of the South County Youth Task Force.

FISCAL AND RESOURCE IMPACT:

The agreement will provide the City with \$100,000 in revenue, which will be offset by \$100,000 in expenses to provide grant funds to the community organizations providing the programming. Administration of the program will be conducted by the Public Services Department.

CEQA (California Environmental Quality Act):

Not a Project

Since the resulting activity is an administrative program that will not result in a change to the physical environment, this action is not a project under the California Environmental Quality Act.



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SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)			
Purchase Order Number:			
Agency/Department Name:		Department Number:	
Brief Description of Services			

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	
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Term of Agreement

Start Date:	End Date:
Note: When left blank, start date will be the date executed by Authorized County Representative.	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	Select						
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						



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SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

CONTRACTOR

Contractor Name: (As Displayed in SAP)				
Contact Person:				
Street Address*:				
City*:		State:		Zip:
Telephone Number*:				
Email Address*:				
SCC Vendor Number: (As Assigned in SAP)				

*To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA

Agency/Department:				
Program Manager/Contract Monitor Name:				
Street Address:				
City:		State:		Zip:
Telephone Number:				
Fiscal Contact: (Accounts Payable Contact)				
Contract Preparer:				



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SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:		Date:	
County Agency/Department Fiscal Officer:		Date:	
County Counsel Approval as to Form and Legality		Date:	
<i>(Signature required on <u>all</u> contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:		Date:	
County Authorized Representative:		Date:	
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>			
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Curtis Boone Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	



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SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	Select
Training: Will the County instruct the contractor on how to do the job or pay for external training?	Select
Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	Select
Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?	Select
Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— answer NO .	Select
Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	Select
Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued.	Select
Bus. License #:	Issued by:
Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	Select
Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	Select
If <u>at least 5</u> of the above questions were answered " <u>NO</u> ", Contractor is an Independent Contractor .	<input type="checkbox"/>
If <u>5 or more</u> of the above questions were answered " <u>YES</u> ", Contractor would be a Dependent Contractor , where the relationship resembles that of employer/employee. Effective July 1, 2015, Departments and Agencies are prohibited from entering into agreements with dependent contractors. You must contact your ESA representative and County Counsel for further instruction	<input type="checkbox"/>

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:	Dept. Fiscal Officer's Signature:
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SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

[Empty space for service description and expected outcome]

Or See Attachment: _____ incorporated by this reference.

B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

[Empty space for deliverables, milestones & timeline for performance]

Or See Attachment: _____ Incorporated by this reference.



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C. PERFORMANCE STANDARDS

[Empty space for performance standards]

Or

See Attachment:

Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes

No

[Empty space for payment schedule details]

Or

See Attachment:

Incorporated by this reference.



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STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

Contractor shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to Contractor's employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of this Agreement, provide County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to County under this Agreement. Contractor shall immediately notify County of the names and email addresses of any additional individuals later assigned to provide such service to County under this Agreement in such a capacity. Contractor shall immediately notify County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to County. Contractor shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. LEVINE ACT COMPLIANCE

Contractor will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) and its subcontractors identified in Contractor's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving certain contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$500 that the party or their agent has made within the prior 12 months to a member of the County's Board



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of Supervisors or any Other Elected County Officer (“Elected County Officer”), and (2) prohibit a party to a proceeding involving a covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <https://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and is to be considered or voted upon by the County’s Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

E. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in Santa Clara County. The parties agree that subject matter and personal jurisdiction are proper in state court in Santa Clara County and waive all venue objections.

F. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

G. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

H. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

I. TERMINATION

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-

Alternate Termination Language Attached as Exhibit ____, incorporated by this reference. (Requires County Counsel Approval)

J. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not



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limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- (3) **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) **Definitions:** For purposes of this Subsection J, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor:** By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.
- (6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection J, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.



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- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection J shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
 - (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection J on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

K. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

L. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities,(2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

M. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. “Healthier food options” include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County’s nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.



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N. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County’s request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

O. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Contractor’s proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will make reasonable efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys’ fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

P. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

Q. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term “Deliverables” shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor’s agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

R. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney’s fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.



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S. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion.

Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County.

Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

T. COUNTY DATA

(1) Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.



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U. PAYMENT TERM

[NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

V. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, 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 County.

W. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

X. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section.

Y. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to Contractor's obligations upon termination or expiration of this Agreement.



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SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County’s insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

The following standard insurance and indemnification language is attached and incorporated into this agreement:

Insurance Exhibit Name:

Modification or Waiver Attached (if appropriate)

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation: Does the contractor have employees? If “YES”, then, WORKER’S COMPENSATION/EMPLOYER’S LIABILITY INSURANCE IS REQUIRED.	Select
Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR OWNED AUTOS IS REQUIRED.	Select
Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR HIRED AUTOS IS REQUIRED.	Select
Non-owned Auto Insurance Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If “YES” then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.	Select

When “NO” is selected, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)

A. Federal Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

B. State Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.



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SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor’s terms and conditions that are different than, or add to the standard provisions’ language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

<input type="checkbox"/>	Exhibit Name (s)	

The Exhibits named above are attached and incorporated by this reference.

EXHIBIT B-2A (Revised)

INSURANCE REQUIREMENTS FOR
STANDARD SERVICE CONTRACTS
BETWEEN \$50,001 AND \$100,000

Indemnity

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "County"), County and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by Contractor and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County as allowed by law. Contractor shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which Contractor contests its obligation to indemnify, defend, and/or hold harmless County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2A (Revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$1,000,000
- c. Products/Completed Operations aggregate - \$1,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2A (Revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2A (Revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

Attachment A
Service Description and Expected Outcome (Scope of Service)

A. Service Description and Expected Outcome (Scope of Services)

This Agreement is between the County of Santa Clara (“County” or “District Attorney’s Office (DAO)”) and the City of Morgan Hill (“Contractor”), relating to providing funding to support the work and programming of the South County Youth Task Force (the “SCYTF”), Project II THRIVE! Strategic Plan in South Santa Clara County. These programs under the Project II THRIVE! Umbrella and South County Health Equity Access for all LeaderShip Initiative! (SC HEALS!) provide a strong safety net and coordinated continuum of care approach under the Project II THRIVE! Strategic Plan 2023-2026. The SCYTF is a collaborative of many city, county, educational, community-based and faith-based organizations that seek to promote a safe and nurturing community that creates and ensures sustainable access to opportunities, resources, and services for South County youth and their families, while empowering their voice and supporting their growth and success. SCYTF’s vision is community that is safe and free of youth violence where young people are strong, thriving and connected to their families, schools, and neighborhoods.

Strategies under the South County HEALS! and Project II THRIVE! Initiatives are aimed at preventing youth violence, addressing health equity and neighborhood disparity issues, reducing juvenile delinquent behaviors and the recruitment of youth into gangs, and supporting parent’s leadership and capacity-building within South Santa Clara County. Programs include the Youth Thrive Diversion Program which specifically seeks to appropriately hold first time or lower-level juvenile criminal offenders accountable by ensuring that youth remain a part of and thrive in their neighborhoods alongside other community members and prevent immersing the youth in the Juvenile Justice System. The DAO office will assume the role as the lead agency, helping with setting policy direction and seeking funding for the SCYTF and the City of Morgan Hill will assume the responsibilities for staffing, coordination and serve as the fiscal agency of the SCYTF, in agreement with the SCYTF Policy Team.

1. Contractor’s Responsibilities:

- a. Coordinate and provide services to support the SCYTF for THRIVE! and SC HEALS! initiatives.
 - a. .5 FTE positions (Coordinator, Supervisor and/or Analyst) with duties that include, but not limited to: overseeing CBO agreements, meeting with SCYTF representatives, troubleshooting community and school incidents with SCYTF team guidance, and responding to crisis response needs as needed by SCYTF administration.
- b. Provide shared office space at City of Morgan Hill facility for 1-2 SCYTF – SC HEALS! staff members (eg. Centennial Rec Center or Morgan Hill Police

Department) assigned to support the SCYTF: the SCYTF Program Manager, the Management Analyst and the Community Outreach Specialist assigned to South County, assigned to Community Prosecution Unit.

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- c. Through the passthrough of funds, contractor shall retain the services of Community Based Organizations (CBOs), community-led cooperatives, consultants and other non-governmental agencies to provide services that support the SCYTF. This includes recruiting and retaining collaboration and partnership of these agencies and groups to provide services to provide program supports and expenses for: Restorative Justice (RJ) programming and trainings, El Joven Noble and Xinachtli Rites of Passage Character development groups, life skills, case management, prosocial activities, community field trips and excursions, community leadership development, community events, team support, and incentivized supports for program participants in need of assistance to complete their Individual Service Plan, strategic plan related requests as requested of SCYTF THRIVE! and SC HEALS! partners.
- d. Minimally, 90% of the funds from SCC must be allocated to CBOs, consultants, other non-governmental agencies and evaluation firms. The other 10% may be used for other administrative/indirect costs/supplies. Any remaining funds shall go towards CBOs, consultants, non-governmental agencies, and/or evaluation firms.
- e. Contractor shall enter into separate agreements with CBOs that outline the services and deliverables in accordance with the SCYTF's Project II THRIVE! Strategic Plan, following the Contractor's procurement process. These agreements will have the Project II THRIVE! Strategic plan goals and language around transformational equity and racial equity.
- f. Working and maximizing collaborative efforts with community-based organizations (CBOs). SCYTF will offer relevant trainings to potential SCYTF agencies, stakeholders, volunteers, parents and volunteers for program and community restorative circles, such as: Cultural Humility, Developmental Assets, Protective Factors, Restorative Practices and Restorative Circles, Sexual Orientation and Identity, Trauma Informed Care, The Connection Practice, Transformational Equity, Racial Equity and other evidence-based, culturally-responsive and informed curriculums/ practices.
- g. Reporting data, quarterly progress and financial reporting to the County in a timely matter as outlined in Attachment B and updating a database that documents each youth's process within all funded SCYTF programs utilizing DAO funds, their completion and follow through of their Individual Service Plan or lack of, until program completion.

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- h. Provide Morgan Hill Unified School District administration with names, schools, grades, and current program status of youth participating in SCYTF THRIVE programming on a monthly basis.
 - i. CBOs and THRIVE participants shall commit to implementing the “Greetings at Every Door” principles, which involve positively and affirmatively greeting all youth upon entry into any space. This practice is intended to ensure students feel safe, seen, heard, and a sense of belonging, thereby supporting their social-emotional well-being and investment in learning
2. All CBOs participating in the SCYTF will have the necessary credentials, certifications, insurance, background checks, experienced staff, training and field expertise for the planned array of services and track records for to provide services. The duties and responsibilities of the experienced staff will include:
- a. Conducting outreach support;
 - b. Linking and referring youth to SCYTF’s services and other community programs based on their needs;
 - c. Partnering with the County, the SCYTF and other local community assets to further the goal of creating safer communities through gang and violence prevention, intervention, violence disruption, transformational health and neighborhood equity within “Opportunity Neighborhoods” to foster safer communities in South County;
 - d. Attending necessary meetings, including, but not limited to, impromptu crisis response protocol and climate meetings, monthly SCYTF Technical Team and bi-monthly Policy Team meetings, committee meetings, weekend events and work evenings (when needed) to implement successful coordination of SCYTF project services;
 - e. Assisting in identifying funding matches for food expenses while adhering to County nutritional guidelines for programming; and
 - f. Submitting monthly or quarterly calendars documenting which services are being rendered at which times, for each day of the week/month at each location.
 - g. Outreach and Engagement Activities:
These activities aim to build rapport with youth and families to introduce services, opportunities for self-referral, and invitation to participate in our services/activities.

3. Contacts and Visits

Contractor will oversee and monitor all CBOs/ contractual agencies to ensure they are properly adhering to, and providing services under, the SCYTF model. Contractor will oversee site visits to be completed by SCYTF's program staff with appropriate clearance. Onsite and off-site contact must be according to County, City and school procedures. Social media connection is not allowed through personal sites.

4. Population to be Served: SCYTF

- a. Children and young adults (Youth) served will be between the ages of 10-24 (any gender or non-binary), who reside or attend school in South County (zip code areas 95020, 95021, 95037, 95038 and 95046) and can fall in one, or more, of the following categories:
 1. At-promise (risk) youth: Defined as youth who live in or attend schools in low socio-economic areas, referred to as "Hot Spots" that have some gang/violence-risk characteristics, such as, but not limited to youth exhibiting Stability Needs; Potential Harm to Self or Others; Offending Behavior; Trauma History/Lack of Healthy Coping Abilities; and Re- Victimization Risk.
 2. Moderate to High-promise (risk) behaviors and potential-to-committed gang-impact: Defined as youth exhibiting high-risk behavior(s) related to gang lifestyles, re-offending and/or participating in gang intimidation or behaviors associated with violence. This category distinguishes from "at-risk" population in that it generates additional characteristics demonstrating social-risk factors and level of intensity.
 3. Youth who demonstrate behaviors identified to be harmful to others, engaging in actions of violence at school, home or the community or gang intentional: social circle is integrated into intergenerational gang environment; youth self-identify, are identified and/or are arrested for gang-related incidents or acts of gang violence through the justice system.
- b. Parents of youth and community members who reside in Morgan Hill and San Martin, as defined by the Strategic Plan.
- c. School Providers who identify themselves as needing support, services and wish to integrate relevant SCYTF supports and trainings into the school, build staff's competency with working with youth who are displaying trauma and known at-risk and high-risk behaviors.
- d. Population to be Served: Diversion Program
Children (Youth) served will be between the ages of 10-17 (any gender or non-binary), who reside or attend school in South County (zip code areas 95037, 95046 and 95020), who have committed a first-time, low-level offense, or have committed a low-level offense first of its nature.

5. Location and Days of Operation:
- a. Services will be provided in areas within South Santa Clara County opportunity neighborhoods, identified as having a higher need for services, as evidenced by trends, hotter climate, escalated youth issues, higher poverty levels and/or community and school demand within accessible community-based locations, such as community centers, libraries, churches, schools or virtual platforms best identified by the Project Coordinator, collaborative partners and youth who are going through SCYTF programs.
 - b. Services will be provided throughout the week and some evenings and weekends.

County's Responsibilities:

1. County will provide leadership and assistance to the SCYTF Policy Team. This includes providing support to the SCYTF Policy Team in:
 - a. Participating in an engaging culture of active communication, coordination, and interagency collaboration.
 - b. Contributing and sharing resources which support and advance the goals of the SCYTF in accordance with a budget (See Attachment D-2, "Budget" attached and incorporated by this reference) and work plan approved by the Policy Team.
 - c. Actively participating in the Policy Team role that:
 - i. Evaluates emerging trends and sets policy direction;
 - ii. Monitors the progress of the Technical Team;
 - iii. Facilitates interagency collaboration and troubleshooting;
 - iv. Reviews efforts, measures success and makes changes as needed; and
 - v. Completes service delivery, if and as specified, within approved funding applications.
 - d. Seeking out and bringing forward for consideration, "best practices" and "evidence-based practices" that can be tailored to the South County's unique needs.
2. County will provide leadership and assistance to the SCYTF Technical Team and the various subcommittees. This includes providing support to the SCYTF Technical Team in:
 - a. Co-chairing the Technical Team or several working committees.
 - b. Providing direct services to youth and their families.
 - c. Supporting the intent of serving as a youth safety net,
 - d. Serving as the Backbone Agency of SC HEALS!
 - e. Bringing needs to Policy Team and implementing Policy Team direction.

Unless specifically stated otherwise, quarterly periods referenced in this entire agreement shall be defined as follows:

July 1, 2025 – September 31, 2025
October 1, 2025 – December 31, 2025
January 1, 2026 – March 30, 2026
April 1, 2026 – June 30, 2026

Attachment B
Deliverables, Milestones & Timelines for Performance

Deliverables, Milestones, and Timeline for Performance

1. Contractor will work towards achieving Strategic Plan and Implementation Plan programmatic and community indicators, metrics and milestones that defines the magnitude of the gang and community violence issues in the south Santa Clara County area and identifies actions needed to best address them.
2. Within three (3) months from the last signature date on this agreement, Contractor will provide the County with a plan for spending and timeline for deliverables showing that the full amount will be spent within the period of this agreement. This plan should include the following:
 - a. What services the Contractor will offer,
 - b. How the Contractor will fund those services,
 - c. Explanation of the need for services,
 - d. Desired outcome of results
 - e. If changes occur to the plan, please update the plan
3. Project data to be collected: number and type of primary, secondary and tertiary services available as the result of this agreement to fund Project II THRIVE! Strategic Plan incentives and strategies and its Implementation Plan, client length of participation and completion rate(s), percentage of outcome goals achieved by individual participants, numbers of referrals, rate of successful enrollment for each service type and training offered.
4. A monthly Leadership Program meeting will be held with any and all agencies, committees and programs funded by this agreement to present interim process and outcome results, including key service delivery, participant progress, and participation data, issues arising, website development and committee development in an effort to discuss and act on real time issues and any needed program adjustments.
5. Transport of Clients: All necessary insurance and guidelines must be met and verified before transporting clients. One-to-one driving is not recommended. Staff and youth in transport must be of the same gender, or there may be another staff member in the car of opposite gender. A guardian/parental permission slip must be signed each time a youth enters a Contractor's or Subcontractor's vehicle. For Life Coaching/Case Management/Small Group sessions, all intake paperwork must be up to date and the two-to-one ratio must be enforced for transporting clients. Locations of services will

occur at the identified schools, community hubs, hot-spot parks and libraries. Contact of client and transportation must follow County and Contractor procedures.

6. Contractor will ensure that each subcontracting CBO/ agency maintains a written and electronic individualized file on each client for case management services as well as an Individual Service Plan (ISP). Contractor will ensure that each CBO/agency has a file on all group, training, or program attendees to support the demographics and number of clients and community members being served. CBOs/agencies will document each client's progress within assigned service/program and notify Contractor of client's progress and/or problems encountered within an assigned service/program.
7. Contractor must work with the County's evaluation staff and consultants to collect data as required by the County:
 - a. Contractor must assist in supporting and implementing the goals of the County, including the outcome measures, as determined by the County and agreed upon by the Contractor.
 - b. Contractor must assure that each CBO/ agency work in conjunction with County and County's outcomes team to create a client list. At a minimum, CBOs/agency must provide a client list that includes the following:
 - i. Initials of youth served;
 - ii. Include assigned Probation File Numbers for Youth (if applicable);
 - iii. Date of birth of youth served;
 - iv. Date of referral made to program (if applicable)
 - v. Date and length of time of youth's Circle (if applicable)
 - vi. Date of when youth started receiving services;
 - vii. End date of when youth stopped receiving services;
 - viii. ZIP Code of youth served (if available);
 - ix. Ethnicity of youth served (if available); and
 - x. Hours of service per youth by activity type (if applicable).
8. Contractor must request that CBOs/ agencies work in conjunction with County to finalize a "Program Activity Report (PAR)", which is incorporated here by reference. Once the PAR format is approved by the Contractor, the Contractor must submit it quarterly to the County by the fifteenth working day of the new month following the end of the quarter.
9. Contractor must request that CBOs/agencies work in conjunction with the Contractor and County to finalize a quarterly "Program Narrative Report", which is incorporated here by reference. Once the Program Narrative Report format is finalized and approved by the Contractor, the Contractor must submit it quarterly to the County, by the fifteenth (15th) business day following the end of each quarter, for contents approval.

10. Contractor must complete and submit the quarterly reports and Invoice documentation with appropriate supporting documents, (service calendar(s) with times and locations of programs, subcontractor invoices, receipts and any in-kind matches), by the 15th business day after the end of the quarterly period.
11. The PARs and quarterly and biannual Program Narrative Reports must be submitted by email to the following addresses: baguilera@dao.sccgov.org and cwarner@dao.sccgov.org
12. Performance Targets, Metrics & Improvement Objectives:

Performance Standard	Data Contractor Provides
<p>Annually serve 75-125 at-risk to high-risk and gang impacted youth, ages 10-24.</p> <p>Minimum of 60% of youth served will demonstrate behavioral changes and/or improvements within their schooling, home life and/or decision-making process.</p> <p>Minimum of 75% of youth will have 2+ new positive relationships with safe adults.</p>	Number of youths served, including demographic information such as age, race/ethnicity, gender, and geographic region.
	Number of youths enrolled in programs to include prosocial, classes, group, trainings, and/or YTDP. Data should be provided by program type.
	This includes demographic information such as age, race/ethnicity, gender, and geographic region.
	Number of youths who complete programs and Individual Service Plans or Agreements. Data should be provided by program type.
	This includes demographic information such as age, race/ethnicity, gender, and geographic region.
	Documentation of behavioral of performance changes improvement for youth.
Number of youth and adult volunteers who attended and supported each Circle Conducted.	
Performance Standard	Data Contractor Provides
Annually serve 50-100 parents, community members and educators who reside and/or teach in identified at-risk to	Number of parents, community members, educators and local government staff served, including demographic information such as age, race/ethnicity, gender, and geographic region through a program, workshop, Circle or training to help build their capacity in restorative, culturally responsive and healing-informed / trauma-informed frameworks.

high-risk neighborhoods.

Minimum of 75% of adults served will indicate positive experiences that will contribute to bettering their personal or work lives/ levels of engagement.

Number of parents, community members, and educators enrolled in programs or a training within restorative, culturally-responsive, healing-informed / trauma-informed frameworks. Data should be provided by program or training type.

This includes demographic information such as age, race/ethnicity, gender, and geographic region.

List of trainings offered per year.

Attachment C
Performance Standards

C. Performance Standards

1. Prior to beginning services, all Contractor and subcontractor CBO personnel working directly with clients must obtain, at Contractor's or their own expense, a Department of Justice background clearance (Live Scan). If the results of the background check are unfavorable, the County will notify Contractor to arrange for replacement personnel. If replacement personnel cannot be found, County will terminate the Agreement. Contractor will need to complete the following steps to obtain a background clearance:
 - a. Contact the County Live Scan liaison at (408) 468-1633 to obtain a background clearance application.
 - b. Contact the County of Santa Clara Office of the Sheriff to make a Live Scan appointment. The office of the Sheriff can be contacted by phone: (800) 211-2220 or via their website <http://www.sccgov.org/portal/site/sheriff>.
 - c. County will contact Contractor once the results of the background clearance have been received.
 - d. Contractor is required to notify the DAO's liaison when the employment or licensing relationship of any individual whose name was submitted for Live Scan background clearance has concluded.
 - i. Contractor must provide the DAO with a list of employees who will be performing services for the Contractor and include the following information by the end of Quarter 2 of each new Fiscal Year:
 - ③ Employee's name;
 - ③ The employee's position/title and role within the program; and

If Contractor's personnel has already obtained a Live Scan background clearance, Contractor shall provide supporting documentation to DAO by email to the following address: cwarner@dao.sccgov.org by end of Quarter 2.

2. Privacy – Contractor must comply with all state and federal laws regarding the privacy of medical information, including but not limited to the following:
 - a. The Health Insurance Portability and Accountability Act, 45 C.F.R parts 160, 162 and 164 (“HIPAA”);
 - b. The Health Information Technology for Economic and Clinical Health Act (“HITECH” Act), Pub. L. 111-5, Div. A, Title XIII, § 130001 et seq., Div. B, Title IV, § 4001 et seq., Feb. 17, 2009, 123 Stat. 226, 467, 42 U.S.C.A. § 300ii, et seq., and 4U.S.C.A. § 17901, et seq.;
 - c. California Welfare and Institutions Code section 5328 et seq.; and
 - d. California Evidence Code section 1010 et seq.

3. Contractor will perform the agreed services in a competent and expedient manner and must immediately inform the County should problems arise that prohibit the Contractor from performing the services in such a manner.
4. Contractor shall maintain written documentation, project information, and records relevant to the services provided. Contractor must make this information available for review by County upon reasonable notice.
5. Cultural Diversity, Inclusion, and Cultural Diversity:
Services must be provided in a culturally responsible manner to the entire target population, demonstrating fair and equitable practices for participants of diverse identities including gender, age, religion, race ethnicity, sexual orientation, gender identity, and disability.

Contractor, and its selected CBOs/ agencies, shall maintain and promote programs that provides the highest quality of services to clients regardless of actual or perceived sexual orientation, gender identity, or gender expression.

6. Contractor, and its CBOs agencies, agrees to provide language/translation services for clients and/or their families who may have Limited English Proficiency (LEP) skills. Contractor further agrees to inform LEP individuals of their eligibility for benefits, programs, and services in a language they understand. Contractor, and its CBOs/ agencies, must not only translate outreach materials, but must also explain how LEP individuals may access available language assistance services. Methods Contractor, and its CBOs/ agencies, can use to inform LEP individuals about language assistance services may include translating outreach materials into other languages, updating non-English content in key languages on the main page of its program's website, and providing public service messages in non-English media describing its programs. Additional methods of providing notice include the use of forms, brochures, and/or language access posters placed in conspicuous locations describing in multiple languages the availability of language assistance services, the use of "I Speak" language identification cards, and by including instructions in non-English languages on telephone menus. Sample of the "I Speak" card is available at this website and Contractor may create their own version.

<https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/06/DFEH-DIR108Attach1.pdf>

7. County will evaluate and document the Contractor's performance in accordance with County policy. Contractor evaluation may consist of, but not be limited to, the following evaluation forms:
 - a. Contractor Performance Evaluation report;
 - b. On-site review; and/or
 - c. Contractor self-evaluation.

8. Contractor will adhere to the Risk, Need, and Responsivity (RNR) model and an evidence-based practice (EBP), which must be mutually agreed upon by DAO and contractor. EBP must address SCYTF services. Contractor will ensure the integrity of the model is maintained throughout the process of providing services to clients.

**Attachment D
Payment Schedule**

1. The maximum compensation paid to Contractor under this Agreement must not exceed one-hundred thousand dollars (\$100,000) for the length of this agreement, a 12- month cycle: July 1, 2025 to June 30, 2026.
2. Contractor will be compensated for services rendered and/or expenses incurred in accordance with Exhibit D-2, "Budget" hereto attached and incorporated by this reference.

DAO and Contractor may, as needed and upon mutual agreement in writing, modify budget line-item maximums and/or billable rates noted in Attachment D-2, "Budget" to reflect the service delivery needs of the SCYTF without exceeding the maximum financial obligation of this agreement.

3. Contractor will submit invoices at the end of each quarter, invoices will include the Contractor's name and address; invoice number; contract number; date and description of services; total invoice amount; year-to-date expenditures and remaining contract balance.

The invoice covering services rendered in the final period of service in each applicable fiscal year this agreement is in effect (fourth quarter or the month of July, as appropriate) shall be submitted no later than July 1st (or next business day when July 1 falls outside of normal County business hours).

4. If the invoice and supporting documents are in proper form, appropriately payable under this Agreement, and have been reviewed and approved by the appropriate DAO, County shall make payment to Contractor in accordance with Section VI: Standard Provisions, Item U "Payment Term," of this agreement. Payment is contingent upon Contractor providing the agreed upon services according to the scope of services, contract requirements, deliverables and performance standards detailed herein.
5. All records, books, reports, and documentation maintained by Contractor or the DAO, pursuant to this agreement, or related to Contractor activities and expenditures under this agreement shall be open for inspection and audit by Federal, State, and DAO officials or the officials of the DAO, or their agents, upon demand at reasonable times.

CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

AUTHORIZE THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS WITH SILICON VALLEY CLEAN ENERGY

RECOMMENDATION(S)

Authorize the City Manager to further negotiate, execute, and administer a \$1 million decarbonation grant and \$100,000 education grant from Silicon Valley Clean Energy.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Climate Action Plan

REPORT NARRATIVE:

The purpose of this staff report is to give City Council the opportunity to authorize the City Manager to execute agreements to accept funds for two grants that have been awarded to the City by Silicon Valley Clean Energy (SVCE). The City of Morgan Hill has a key central goal of reducing greenhouse gas (GHG) emissions by reaching carbon neutrality by 2045 and working toward this goal through a number of sub-goals, action items, and planning efforts as identified in the Morgan Hill 2021 Climate Action Plan (CAP). The financial support from the two grants described below would strategically align with the City's efforts in achieving CAP goals.

In October 2024, Silicon Valley Clean Energy (SVCE) announced significant funding available to member agencies within Santa Clara County through a competitive grants program. Grants were available in the area of decarbonation and education. Grant applications were due on March 14, 2025. The City submitted two grant proposals and in late April, City staff were notified that the City was awarded funding for both grant applications.

The first grant is for \$1,000,000 towards electrification and energy reduction at the City's Aquatics Center. The purpose of the Aquatics Center project is to initiate the process of converting the Morgan Hill Aquatics Center to all-electric operations. The proposed project will be the first phase of decarbonization for the facility. The project will convert two of the Aquatics Center smaller pools, and other water heating units within the facility (locker rooms, restrooms, and kitchen), from gas fired heating to electric, as well as plan for the future electrification of the larger pool. In order to complete the desired changes noted, the City will be required to increase the capacity of the electric service available to the site. To accommodate this increased need, the project scope includes a proposal to add New 1600A 480V 3 Phase electrical service infrastructure to the facility. This addition is capable of providing both the necessary power for the proposed conversion to electric heating for this project phase, as well as the future phase of conversion anticipated for the large pool. Project scope also includes the creation and redesigning of outdoor facility space to house replacement air source heat pump units (3-5), as well as accommodating the relocation of other infrastructure associated with the project (sidewalk, EV charging). Lastly, the City would look to replace existing kitchen appliances with electric, add variable frequency drives (VFD's) for the three pool pumps, and convert all lighting to LED fixtures. It is important to note that this project will not fully convert the Aquatics Center to all electric, as the City will continue to use gas heating for its largest pool and to back up the electric heating in the smaller pools on the coldest days. Through the project, it is anticipated that significant cost savings may be achieved, which is another significant portion of the project.

The second grant is for \$100,000 for the City's Environmental Services Team to utilize in educating and engaging the community on clean energy and climate change topics. The proposed deliverables for the grant funding will empower the City to engage with communities whom the City has not previously worked with, and enhance current partnerships with community groups. The project will enable the City to meet and excel at meeting Climate Action Plan (CAP) goals for community engagement on topics related to the advancement of electrification in the building and transportation sectors. Currently, the City does not have resources in place to continue CAP engagement efforts in any significant form. This funding will fund a part-time/temporary staff member to continue moving forward in achieving CAP goals for the City.

COMMUNITY ENGAGEMENT:

Inform

The City Council accepted the grants at the Mid-Cycle Budget Review on June 4, 2025. Additionally, the City worked through extended engagement during the development of the City's Climate Action Plan. Implementation of this grant funding will require significant information to be provided to the community.

ALTERNATIVE ACTIONS:

The City Council could choose not to accept one or both areas of grant funding.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- The City's CAP was adopted in December 2021. The CAP established goals which the two grant opportunities will help to fulfill.
- The City Council previously accepted grant funding from Silicon Valley Clean Energy on February 21, 2023.
- The Council appropriated the expense and revenue for these grant funds during the Mid-cycle Budget Update on June 4, 2025.

FISCAL AND RESOURCE IMPACT:

The grant expense and revenue were appropriated during the Mid-Cycle budget update process and are currently budgeted.

CEQA (California Environmental Quality Act):

Not a Project.

This is an organizational/administrative action that will provide funding to help reduce negative impacts from climate change within the community.

SILICON VALLEY CLEAN ENERGY MEMBER AGENCY GRANT PROGRAM

AGREEMENT

THIS AGREEMENT is made and effective on the date of last signature below (“Effective Date”) by and between the Silicon Valley Clean Energy Authority (“SVCE”), an independent public agency and **(City of Morgan Hill)** (“Recipient”) In consideration of the covenants, conditions and undertakings set forth herein, the parties agree as follows:”

1. RECITALS. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

A. SVCE’s Member Agency Competitive Grant Program (“Program”) will provide \$3M in grants to member jurisdictions to plan and develop decarbonization demonstration, energy resilience, and engagement projects.

B. Recipient submitted an application for Program funding, attached hereto and incorporated herein as Exhibit A, for a decarbonization demonstration, energy resilience, and engagement projects (“Project”). The scope and estimated budget for the Project are included in Exhibit A.

C. SVCE finds that the use of Grant Funds described herein furthers a public purpose and meets the goals and objectives established for the Program, and desires to award Recipient a one-time grant pursuant to the terms of this Agreement.

2. GRANT. SVCE hereby agrees to provide funding to Recipient in an amount not to exceed **[\$100,000]**, subject to the provisions of this Agreement (“Grant Funds”). Such Grant Funds shall be disbursed to Recipient on a reimbursement basis. It is agreed and understood that the Grant Amount is a ceiling and that SVCE will only reimburse the allowable cost of services actually rendered as authorized by SVCE at or below the Grant Amount established herein.

3. REIMBURSEMENT OF GRANT FUNDS. Grant Funds shall be reimbursed pursuant to the following process:

A. SVCE shall reimburse Recipient for its actual and reasonable costs of constructing the Project up to the agreed upon Grant Funds.

B. Requests for payment submitted to SVCE shall include: 1) a cover letter in the agency’s letterhead summarizing the project and requested dollar amount for reimbursement 2) an itemized list of all expenditures; and 3) supporting documentation that clearly identifies the expenditure(s) in relation to the scope of the Project set forth in Exhibit A of this Agreement. Payment requests should be aggregated and submitted after Project completion.

C. SVCE shall process requests for payment and remit payment within 30 days.

D. If, in SVCE’s sole discretion, the request for payment is incomplete, inadequate, or inaccurate, SVCE may dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed

on the Recipient by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the Recipient and the contractor are the responsibility of the Recipient and are not reimbursable under this Agreement.

E. Unless otherwise authorized by SVCE in writing, Recipient shall submit all documentation of Project completion, including a final request for payment, within sixty (60) days of Project completion.

F. Final payment of remaining Grant Funds, including any amounts withheld from previous payments, shall be paid up to the total amount of the actual Project cost, not to exceed the Grant Funds amount set forth in this Agreement, upon completion of the Project, receipt of the final report and final request for payment from the Recipient in a form and content satisfactory to SVCE.

4. USE OF GRANT FUNDS. Recipient shall use the Grant Funds to support the Program as set forth in Exhibit A. Any use(s) of Grant Funds not contemplated in this Agreement must be approved in writing by SVCE. This Agreement was awarded to Recipient based on the application submitted by Recipient with the intention that the awarded funds would be used to implement the Project as described in Exhibit A. Any substantive deviation during Project implementation may require reevaluation or result in loss of funding. In no event shall Recipient's Grant Funds or scope of work be increased. If Recipient knows or should have known that substantive changes to the Project will occur or have occurred, Recipient will immediately notify SVCE in writing. SVCE will then determine whether the Project is still consistent with the overall objectives of the Program and whether the changes would have negatively affected the Project ranking during the Grant evaluation process. SVCE reserves the right to have Grant Funds withheld from Recipient, or refunded to SVCE, due to Recipient's failure to satisfactorily complete the Project or due to substantive changes to the Project.

5. TERM. This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the final Grant Funds are paid to Recipient, unless sooner terminated pursuant to the provisions of this Agreement. Project completion dates shall not be extended unless SVCE determines, in its sole discretion, that extenuating circumstances justify an extension. Projects must be complete no later than **December 31, 2027**

6. REPORTING AND RECORDS. Recipient agrees to cooperate with SVCE and provide requested information, if any, related to the use of Grant Funds and the Project, including for the purposes of SVCE's evaluation, measurement, and verification activities for the Program. Recipient will cooperate in good faith with SVCE or its authorized representative in performing evaluation, measurement and verification (EM&V) of the Program. Information accessed for EM&V may include, but is not limited to, onsite verification of Project operation, Program compliance, and Project records, analysis of facility billing metered data, analysis of data collected from facility-owned submetering, and collection of supplementary metered data on-site. All information collected will be held confidentially and will be used by SVCE or its authorized representative for Program analysis purposes only. Recipient is responsible for ensuring, through a separate agreement between Recipient and property owner, that property owner shall cooperate with SVCE to provide any documentation and assist in analysis and provide access to the Project site at reasonable times, during the construction of the Project and for a period of up to two (2) years from the completion of the Project. During the course of the

Project and for three (3) years thereafter from the receipt of the final Grant Funds, the Recipient agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SVCE may require. The Recipient agrees to have financial and compliance audits performed as SVCE may require.

7. LEGAL RESPONSIBILITIES. Recipient shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance under this Agreement. Recipient shall at all times observe and comply with all such ordinances, laws and regulations. SVCE, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Recipient to comply with this Section.

8. PREVAILING WAGES. By accepting the Grant Funds, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, to the extent required by California law, Recipient shall ensure that prevailing wages are paid, that the project budget for labor reflects these prevailing wage requirements, and that the project complies with all other requirements of prevailing wage law, including that Recipient's subcontractors also comply with all applicable public works/prevaling wage requirements.

9. PROCUREMENT. At minimum, Recipient shall abide by Recipient's purchasing regulations and policies and all California laws and regulations in procuring goods or services where the costs are eligible for reimbursement under this Agreement.

9. CALIFORNIA PUBLIC RECORDS ACT. Recipient acknowledges that SVCE is subject to the California Public Records Act (Gov. Code § 7920.000 *et seq.*). SVCE acknowledges that Recipient may submit information to SVCE that Recipient considers to be confidential, proprietary, or trade secret information. Only such information clearly designated in writing as "confidential" shall be deemed "Confidential Information." Upon request or demand of any third person or entity ("Requestor") for the production, inspection, and/or copying of Confidential Information, SVCE shall notify Recipient that such request has been made. Recipient shall be solely responsible for taking whatever legal steps are necessary to protect Confidential Information and to prevent its release to the Requestor. Without limiting SVCE's right to disclose Confidential Information as may be required by law, if Recipient takes no such action after receiving the foregoing notice from SVCE, SVCE shall be permitted to release information it deems subject to disclosure.

10. NOTICES. Any notices provided under this Agreement must be in writing and may be given either by mail or e-mail to the following addresses:

SVCE:

Silicon Valley Clean Energy Authority 333 W. El Camino Real #330
Sunnyvale, CA 94087
Attention: jessica.cornejo@svcleanenergy.org

RECIPIENT:

[City of Morgan Hill]

[17575 Peak Avenue, Morgan Hill, CA
95037]

Attention: Chris Ghione, Public Services Director

11. INDEPENDENT CONTRACTOR.

A. Recipient shall at all times remain as to the SVCE a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Recipient shall at all times be under Recipient's exclusive direction and control. Neither SVCE nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of Recipient's officers, employees, or agents except as set forth in this Agreement. Recipient shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the SVCE. Recipient shall not incur or have the power to incur any debt, obligation or liability whatever against SVCE, or bind SVCE in any manner.

B. No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, SVCE shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for SVCE. SVCE shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

12. INDEMNIFICATION; WAIVER. Recipient shall indemnify, protect, defend and hold harmless SVCE, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which SVCE, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Recipient's acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement. Recipient expressly waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." This Section shall survive the terminate of this Agreement.

13. INSURANCE.

A. On or before the commencement of the term of this Agreement, Recipient shall furnish SVCE with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance coverage in compliance with the requirements in this Section. Recipient shall maintain such coverage in full force at all times for the duration of this Agreement, at its sole cost and expense. Nothing herein shall be construed as a limitation on Recipient indemnification obligations under this Agreement.

B. Recipient shall maintain the following minimum insurance coverages:

- 1) Workers' compensation, as required by the State of California;
- 2) Commercial general liability coverage with minimum limits of \$3,000,000 per occurrence and \$5,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required;
- 3) Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

C. Such coverages shall be issued by an insurer(s) licensed to conduct business in the State of California, with a minimum A.M. Best's Insurance Rating of A:VII unless otherwise approved in writing as satisfactory to SVCE. The Recipient may satisfy its obligations under this Section through self-insurance.

D. The insurance limits required by SVCE are not represented as being sufficient to protect Recipient. Recipient is advised to confer with its insurance broker to determine adequate coverage for Recipient.

14. DEFAULT AND TERMINATION. Should an Event of Default occur, SVCE shall provide a notice of default to Recipient and shall give Recipient at least fifteen (15) calendar days from the date the notice is sent to cure the Event of Default. If Recipient fails to cure the Event of Default within the time prescribed, SVCE may, at SVCE's sole discretion, withhold Grant Funds not yet disbursed hereunder, require the return or repayment of Grant Funds already disbursed, and/or terminate this Agreement by written notice which shall be effective upon receipt by Recipient. "Event of Default" shall mean the occurrence of any one or more of the following events by Recipient: (a) any false statement, representation, or warranty contained in this Agreement, the Application, or any other document submitted to SVCE; (b) failure to comply with applicable laws; (c) a failure to maintain in effect any policy of insurance required under this Agreement; or (d) a material breach of this Agreement.

15. NON-APPROPRIATION. Recipient acknowledges that SVCE is a public agency. In the event that sufficient funds for the performance of this Agreement are not appropriated by the SVCE Board of Directors in any fiscal year covered by this Agreement, this Agreement may be terminated by SVCE, without penalty, by giving notice to Recipient of such facts and of SVCE's intention to terminate.

16. NON-WAIVER. Failure to exercise any right the SVCE may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

17. AMENDMENT OF AGREEMENT. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Recipient and the SVCE.

18. ASSIGNMENT PROHIBITED. In no event shall the Recipient assign or transfer any portion of this Agreement.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Santa Clara, State of California.

20. NO THIRD-PARTY BENEFIT. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.

21. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

22. RECIPIENT'S AUTHORITY. Recipient represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Recipient; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

24. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

25. COMMUNICATIONS AND ENGAGEMENT. Recipient agrees that SVCE may use and publicize information and visual materials (photos, videos, etc.) related to this project, including (but not limited to) information and visual materials provided in this application, updates, or follow-up information. Recipient will coordinate in good faith with SVCE on follow-up activities, such as interviews, outreach coordination, photo or video shoots, requests for additional information, and the design of educational materials and signage related to the project. Recipient will work with SVCE to schedule all coordination and activities within a determined and mutually agreed-upon time frame and understand that refusal or failure to collaborate on marketing and outreach may result in termination of the funding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SILICON VALLEY CLEAN ENERGY AUTHORITY

NAME: _____
TITLE: _____

APPROVED AS TO FORM:

NAME: _____
TITLE: _____

[City of Morgan Hill]

By: _____
Name: Christina Turner
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Donald Larkin
Title: City Attorney

*[*Note: Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer. Signature of Chief Executive is required for public agencies.]*

EXHIBIT A

[Attach Grant
Application]

City of Morgan Hill SVCE Grant Application for Engagement Track
Climate Action Plan Enhanced Outreach Project

1. Applicant Information

Legal name of organization: City of Morgan Hill

Address of local office(s): 17575 Peak Avenue, Morgan Hill, CA 95037

Project Team	
<p>Christina Turner City Manager 408-776-7382 Christina.turner@morganhill.ca.gov Role- Authorized Signatory</p>	<p>Chris Ghione Assistant City Manager for Public Services 408-782-9154 Chris.ghione@morganhill.ca.gov Role – Support as Needed</p>
<p>Tanya Carothers Environmental Services Administrator 408-763- 5200 Tanya.Carothers@morganhill.ca.gov Role – Project Oversight</p>	<p>Alicia Hernandez Municipal Services Assistant Alicia.Hernandez@morganhill.ca.gov v (408) 310-4169 Role: Support as Needed</p>

2. One paragraph summary of proposal with amount requested.

The Project will put a series of community engagement deliverables into place that will propel interest and understanding of clean energy and climate change topics in the Morgan Hill Community for the next 2 to 2.5 years. The proposed deliverables will empower the City to engage with communities whom the City has not previously worked with, and enhance current partnerships with community groups. The project will enable the City to meet and excel at meeting Climate Action Plan (CAP) goals for community engagement on topics related to the advancement of electrification in the building and transportation sectors. Currently, the City does not have resources in place to continue CAP engagement efforts in a meaningful and impactful way. The proposed series of project deliverables will allow the City to continue moving forward in achieving CAP goals. The City is requesting **\$99,981.21.**

3. Describe the value of the project and how it supports your agency’s greenhouse gas reduction goals or climate actions goals. Why was it selected? What are you hoping to learn from the project? How will it deliver/influence long-term decarbonization and/or resilience goals? Quantify the impact, if possible, and discuss the more qualitative impacts.

The City’s Climate Action Plan (CAP) includes a goal to implement engagement and outreach that will increase decarbonization and electric vehicle use in the community. The series of deliverables proposed as part of this CAP Enhanced Engagement Project were selected with the primary intention of increasing opportunities for residents to engage directly with City staff on these electrification topics so that barriers to electrification can be addressed, as identified through two community surveys completed in 2023 and 2024 and prior engagement events.

The project will influence long-term decarbonization and/or resilience goals by making electrification a competitive and very real option when people are replacing their appliances or buying a new car. Every resident that goes electric now equates to the elimination of the gas-appliance or gas-fueled-car counterpart emitting GHGs for the next ten years or so, until the next replacement opportunity. It is extremely important to actively and consistently engage with the community on an ongoing basis to normalize electrification and eliminate misconceptions. Effective community education on electrification options also creates a long-term understanding , and consumer values gravitating towards GHG reduction and clean energy. This results in immeasurable amounts of GHG reduction for future generations.

Overall, the diverse selection of events proposed as part of the project which residents will have the opportunity to engage in will broaden the City’s engagement scope and community reach.

4. Full description of the community engagement plan detailing how the project will benefit and educate the community. This plan should include approximate details on the intended signage, interpretive information, and/or hosted events that will be a part of the project. Who will benefit from the project? What metrics will you use to measure success?

Below is a summary of the project deliverables and associated details. Timeframes associated with these deliverables are outlined in the Work Plan under Question #6.

Multi-Family Properties and Churches Engagement. Establish direct relationships with managers/leaders of MFDs and churches, have in-person and zoom meetings, and visit on-site offices, to enable *meaningful* engagement when opportunities come up to electrify.

- **Community Benefit:** Normalize electrification to make it a competitive option, clarify misconceptions, educate on upcoming electrification requirements and rebates.
- **Target Audience:** MFDs and Churches
- **Outreach Collateral:** Brochures, print-outs on rebates.
- **Potential Partners:** Morgan Hill Youth Climate Action Team.

- **Metrics to Measure Success:** Number of phone calls made and emails sent. Number of meetings hosted.

Quarterly Community Meeting. Host a quarterly live *All Things Electric* Community Meeting. Will start as an online meeting and may include in-person meetings as it evolves.

- **Community Benefit:** Normalize electrification to make it a competitive option, clarify misconceptions, educate on upcoming electrification requirements and rebates, build trust in community, answer questions.
- **Target Audience:** Any interested resident or business owner.
- **Outreach Collateral:** Advertisement through City channels (social media, newsletters, video boards, etc.).
- **Potential Partners:** SVCE staff, contractors experienced in electrification.
- **Metrics to Measure Success:** Number of meetings hosted.

Seasonal Cooking Demonstrations. Creation of Seasonal Cooking Demonstrations using Induction Cooktop Technology which will keep the Induction Cooktop Loaner Program successful and relevant in partnership with the Library.

- **Community Benefit:** Highlight and demystify induction cooktop technology, clarify misconceptions, build trust in community, answer questions.
- **Target Audience:** Any interested resident or business owner.
- **Outreach Collateral:** Event advertisement through City (social media, newsletters, video boards, etc.). Induction Cooktop Loaner Program Brochure. Giveaways.
- **Potential Partners:** Building Decarbonization Coalition, Library, Community Garden, Eat Grow Learn Community Group.
- **Metrics to Measure Success:** Completed demonstrations hosted. Number of attendees.

Clean Air Week. Establish series of daily events that are most relevant to community needs pertaining to electrification based on findings from surveys and other ongoing engagement.

- **Community Benefit:** Highlight benefits of electrification, clarify misconceptions, build trust in community, answer questions.
- **Target Audience:** All interested residents or business owners.
- **Outreach Collateral:** Event advertisement through City (social media, newsletters, video boards, etc.). Bilingual Brochures. Giveaways.
- **Potential Partners:** Building Decarbonization Coalition, Library, Morgan Hill Youth Climate Action Team, AAUW, Community Garden, Eat Grow Learn Community Group.
- **Metrics to Measure Success:** Number of attendees at events and/or reach.

Video Series. A series of video shorts will be compiled to efficiently address electrification topics such as common misconceptions, grid capacity, highlight electrification successes in the community, rebates, etc. These will be posted to social media and shown at Community Meetings, and elsewhere as opportunities arise.

- **Community Benefit:** Highlight benefits of electrification, clarify misconceptions, answer common questions.

- **Target Audience:** Dependent on video topic.
- **Outreach Collateral:** Videos.
- **Potential Partners:** Building Decarbonization Coalition, Library, Morgan Hill Youth Climate Action Team, AAUW, Community Garden, Eat Grow Learn Community Group.
- **Metrics to Measure Success:** Locations posted, number of views if stats are available.

The project will also include the items listed below which will help to support participation and success in the deliverables listed above.

Partnerships. The project will engage with outreach initiatives, projects, and grants that support clean energy and electrification with established community groups via partnerships including Silicon Valley Clean Energy (SVCE), AAUW – Morgan Hill Chapter, the Morgan Hill Youth Climate Action Team, Mothers Out Front, the Morgan Hill Community Garden, Climate Action Pathways for Schools, Elders Climate Action – Northern California Chapter, and Silicon Valley Youth Climate Action, School Groups.

Booths. The program will host two to three booth events each year to help increase participation in the events listed above, and also to make knowledgeable staff available and active in the community which helps to build trust, establish connections, and answer community questions.

Surveys. The City will conduct one survey at the end of each grant year to get community feedback that can be used to maximize the impact of the engagement program within the community as the program moves forward.

5. A detailed budget table of the project’s activities and how SVCE’s funding will be used. Please list any external grants and in-kind resources that will be used for the project. There is no matching contribution required.

Line Item Description	SVCE Grant Funds Requested
Part Time Environmental staff to achieve deliverables.	\$80,550.00
Outreach and Engagement Giveaways and Booth Supplies	\$6,000.00
Informational Brochures, Flyers, Posters Etc. for General Outreach Materials	\$750.00
Induction Cooktop Loaner Program - Stove Purchases + Accessories + Portable Table + Programming (e.g. cases, demo supplies, etc.), Demo Food and Cooking Supplies, Restaurant Engagement, Possible Professional Chefluencer	\$5,000.00
Utility Bill Inserts for Electrification Surveys - 3 Events	\$2,400.00
Clean Air Week - 3 Events and Enhanced Advertising	\$5,000.00

Total \$99,700.00

6. Project work plan and timeline. The work plan must include details on how the agency will manage the project and operationalize the end product, if applicable.

The Project would last two to 2.5 years beginning in summer 2025 and ending in December 2027. The Work Plan and Estimated Timeline are presented below - note that timeline is approximate and may not be exact. All deliverables and work listed will be completed.

Work Plan and Timeline for the Morgan Hill Climate Action Plan Enhanced Outreach Project			
	YEAR 1 Summer 2025 to June 2026	YEAR 2 July 2026 to June 2027	YEAR 3 July 2027 to December 2027
ONGOING TASKS, EVERY MONTH FOR DURATION OF PROJECT: Attend MAWG Meetings, actively reach out to MFDs and Church Groups and arrange meetings, engage with all of community at large, stay actively engaged with community partners and their campaigns, update City website, run induction cooktop loaner program, engage with contractors, stay active on social media.			
July	Recruit and Hire a Specialist Train Specialist Introduction to Partners Clean Air Week Planning	Clean Air Week Planning Update outreach materials	Clean Air Week Planning Update outreach materials
Aug	RESEARCH for programs Clean Air Week Planning Video Script National Night Out Booth	Quarterly Community Meeting Clean Air Week Planning Video Script National Night Out Booth	Quarterly Community Meeting Clean Air Week Planning Video Script National Night Out Booth
Sept	Clean Air Week Planning Record Video	Clean Air Week Planning Record Video	Clean Air Week Planning Record Video
Oct	3 rd Annual Clean Air Week Seasonal Cooking Demo Release Video	4 th Annual Clean Air Week Seasonal Cooking Demo Release Video	5 th Annual Clean Air Week Seasonal Cooking Demo Release Video Setup Clean Energy Survey
Nov	1 st Quarterly Community Meeting Setup Energy Survey	Quarterly Community Meeting Setup Clean Energy Survey	Quarterly Community Meeting Release Clean Energy Survey
Dec	Release Clean Energy Survey Booth	Release Clean Energy Survey Booth	Booth Analyze Clean Energy Survey
Jan	Analyze Clean Energy Survey Results Order giveaways	Clean Energy Survey Results Order giveaways	GRANT CLOSEOUT
Feb	Quarterly Community Meeting Video Script	Quarterly Community Meeting Video Script	
March	Earth Month Planning Record Video	Earth Month Planning Record Video	
April	Earth Day Booth & Other Events Release Video	Earth Day Booth & Other Events Release Video	
May	Quarterly Community Meeting	Quarterly Community Meeting	

Work Plan and Timeline for the Morgan Hill Climate Action Plan Enhanced Outreach Project			
	YEAR 1 Summer 2025 to June 2026	YEAR 2 July 2026 to June 2027	YEAR 3 July 2027 to December 2027
ONGOING TASKS, EVERY MONTH FOR DURATION OF PROJECT: Attend MAWG Meetings, actively reach out to MFDs and Church Groups and arrange meetings, engage with all of community at large, stay actively engaged with community partners and their campaigns, update City website, run induction cooktop loaner program, engage with contractors, stay active on social media.			
June	Seasonal Cooking Demonstration	Seasonal Cooking Demonstration	

7. The organization’s demonstrated capacity to complete the project, including a history of project management, community engagement, and grant management.

The City of Morgan Hill has considerable experience with effective management of grant funded projects, including aspects related to implementation, reporting, and completion requirements. The management team complies with the City of Morgan Hill’s Finance Department’s Grant Policy and Procedure guidelines of 2018 and are subject to audit review as applicable.

Morgan Hill currently has several executed grant agreements with SCVE through its Community Grant Resilience Program, Community Decarbonization Engagement Grant, and Community Decarbonization Demonstration Grant. These projects are all nearing completion and/or have reached completion with implementation of a new battery energy storage system at the City’s Centennial Recreation Center, the employment of decarbonization efforts through electrification for the newly built fire station, and the Morgan Hill Climate Action Plan (CAP) Outreach and Engagement program. Coordination with the SVCE grant project team has been very effective, with resulting outcomes that benefit the environmental, physical, and social health of our community.

The City actively engages in numerous grant funding opportunities to support City resources and promote solutions for the various needs of our community. Recent grant engagements include the development of numerous pedestrian and bike trails and pathways within the City to promote not only environmental benefits, but public health, economic and transportation benefits, and recreational opportunities. Several grant-funded trailways, including the Madrone Channel Trail, Butterfield Boulevard Pathway, and the West Little Llagas Trail have been completed and opened to the public. These efforts involved multiple grant agreements with various different agencies, and all were executed successfully.

Additionally, the City currently has two grant agreements with the California Department of Water Resources through the Urban Community Drought Relief Grant Program providing \$6M

in grant funding for projects to enhance the City's water system. One of these projects will address the need for critical storage requirements and the other will address groundwater recharge through stormwater retention. While still in process, we look forward to the successful completion of these grant funded projects in the near future.

An excellent example of community engagement can be demonstrated with the SVCE grant funding previously awarded to the City of Morgan Hill for implementation of the Climate Action Plan (CAP) Outreach and Engagement Project (Project). The Project enabled the City to kickstart the public outreach and engagement component of its CAP (December, 2021) which concentrates on reduction of greenhouse gas emissions (GHGs) through the building and transportation sectors. During the course of the grant, the City established and implemented Clean Air Week, partnered with existing campaigns and community groups, completed surveys, engaged in social media, established an Induction Cooktop Loaner Program, held booths, completed a cooking demo using induction technology, and more. The ultimate goal of the project was to engage with the community to generate discussion, interest and presence around the topics of decarbonization and climate change.

8. Proposed modifications to the Grant Agreement terms. Modification of the contract terms may be proposed by the Applicant for consideration by SVCE but are not guaranteed to be accepted. Rejection of the final terms from SVCE is grounds for disqualification.

There are no modifications proposed.

EXHIBIT B

[Member Agency
Guiding
Documents]

SVCE Member Agency Grant: Engagement Track

Reimbursement Guidance

Reimbursement Overview

- The following activities must be completed before requesting reimbursement:
 - Project deliverables
 - Community engagement activities as listed in your grant application
- The reimbursement request must be submitted with the final report
- If the reimbursement request or final report is missing information, SVCE will notify the grantee to resolve before processing
- Please compile all documents in a single PDF file
- Reimbursement will be delivered as a physical check

Key Items for Reimbursement Packet

- Cover letter on agency letterhead with a summary of the project, date, grant reimbursement amount, and signature from authority (e.g., Department Director, City Manager)
- Accounts payable information such as official name and invoicing address
- All applicable project invoices
- Itemized list of expenditures listing SVCE's applied grant funds
- Photos, videos, and any publications related to the project
- Reimbursement requests and questions can be sent to Jess Cornejo (jessica.cornejo@svcleanenergy.org)

Member Agency Grant: Engagement Track Final Report Outline

[Guidance for grantees: This document is meant to present a high-level summary of the grant project for easy consumption by a general audience. Please use non-technical language, define acronyms, and limit the page range from 3-5 pages. You are encouraged to include any graphics or visualizations that help illustrate the project.]

Grant Project Title: _____

Grant Project Timeline:

Budget Amount: (List SVCE funding, external grant funding, and any match funding)

Partners: (List all project partners)

- ...
- ...
- ...

Targeted Groups: List the groups this project targets (e.g., single-family residential, multi-unit dwellings, commercial/industrial, public agencies, demographic of groups, etc.)

Summary (~5-6 sentences, max 200 words)

Provide a brief summary of the grant project and goals.

Project Goals (~2-4 paragraphs, max 300 words)

List the goals and objectives of the project.

Outcomes (~3-5 paragraphs, max 400 words)

- What are the anticipated short-, medium- and long-term outcomes?
- What are key metrics of success, and how did you measure success of the project?
- What were your agency's challenges during the project, and how did you resolve them?
- What were the lessons learned from the project?

Please try to quantify anticipated outcomes where possible – e.g., number of events attended and number of people engaged, materials distributed, potential GHG reductions (direct or indirect), etc. Please attach any additional materials associated with the project if applicable.

Future Plans (~2-5 paragraphs, max 400 words)

- What are your agency's plans for continuing this work?
- What might you do differently in the future for similar projects and what advice might you have for others doing similar projects?
- How can SVCE further support your agency in future grant cycles?

Final reports must be submitted with the reimbursement request and sent to Jess Cornejo (jessica.cornejo@svcleanenergy.org).

Silicon Valley Clean Energy Community Grant Marketing Guidelines

HOW TO USE THIS DOCUMENT

This document is designed to provide guidance for grantees developing communications and marketing materials related to projects receiving Silicon Valley Clean Energy (SVCE) Community Grant funding.

Grantees are responsible for ensuring all branding and related marketing materials, press releases, social media, online assets and communications are consistent with the guidelines in this document. SVCE can require grantees to change and/or remove any material deemed to veer from the following guidelines.

Please share this with marketing, communications, public relations, graphics, and web teams in addition to any staff working on materials that reference SVCE.

Grantee's Role

- Submit all materials created around the project receiving SVCE grant funding for SVCE review at least **one week** prior to planned material publication.
- If requesting SVCE content support or guidance, please notify SVCE as soon as possible and allow for **at least 2 weeks** prior to planned publication.

SVCE's Role

- SVCE will complete a timely review for all materials that relate to SVCE grant-funded projects or reference SVCE programs and resources.
- SVCE will support planned press, media, or events around the project.

Key Contacts

If you have questions about your project, funding or timeline, please contact Senior Community Strategies Specialist Jess Cornejo at Jessica.cornejo@svcleanenergy.org.

If you have questions about these guidelines, marketing, public relations, or communications materials about the funded project, please contact Communications Specialist Emily Muniz at Emily.muniz@svcleanenergy.org.

Approved Language

Referring to SVCE:

1. Silicon Valley Clean Energy
2. SVCE (acronym may be used after first spelling out full agency name)
3. SV Clean Energy

Describing SVCE grant funding:

1. "Funding for *[title of project that received grant funding]* is provided [or partly funded] by the Silicon Valley Clean Energy Community Grants Program."

Sharing SVCE resources:

1. "Explore rebates and incentives to go electric at svcleanenergy.org/offers-services/"
2. "Talk to a trusted energy advisor for FREE at goelectric.svcleanenergy.org/"
3. "Start your journey to go electric with eHub (svcleanenergy.org/ehub/), the Silicon Valley Clean Energy resource that simplifies your switch to all-electric living. Find personalized rebates, incentives, and tips to power your home, car, appliances, and business with clean energy."
4. Additional resources to share: <https://svcleanenergy.org/digital-media-assets/>

Optional language to provide information about SVCE:

1. "Silicon Valley Clean Energy is the community choice electricity provider for thirteen communities in Santa Clara County formed to reduce greenhouse gas emissions and fight climate change locally. Silicon Valley Clean Energy provides homes and businesses with clean electricity at competitive rates, reinvests locally through programs and community grants, and accelerates electric technologies through rebates, technical support, and innovative solutions supporting grid-wide resilience."

SVCE Logo Use

Grantees may use the [SVCE full logo](#) or [SVCE abbreviated logo](#) in marketing materials related to the funded project, but must submit the materials to SVCE for review prior to publication.

The SVCE logo shall not be cropped, rotated, compressed or have the colors changed. If the grantee needs a specific logo not provided (i.e. all-white logo for dark backgrounds), the grantee should contact SVCE with the request.

SILICON VALLEY CLEAN ENERGY MEMBER AGENCY GRANT PROGRAM

AGREEMENT

THIS AGREEMENT is made and effective on the date of last signature below (“Effective Date”) by and between the Silicon Valley Clean Energy Authority (“SVCE”), an independent public agency and **(City of Morgan Hill)** (“Recipient”) In consideration of the covenants, conditions and undertakings set forth herein, the parties agree as follows:”

1. RECITALS. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

A. SVCE’s Member Agency Competitive Grant Program (“Program”) will provide \$3M in grants to member jurisdictions to plan and develop decarbonization demonstration, energy resilience, and engagement projects.

B. Recipient submitted an application for Program funding, attached hereto and incorporated herein as Exhibit A, for a decarbonization demonstration, energy resilience, and engagement projects (“Project”). The scope and estimated budget for the Project are included in Exhibit A.

C. SVCE finds that the use of Grant Funds described herein furthers a public purpose and meets the goals and objectives established for the Program, and desires to award Recipient a one-time grant pursuant to the terms of this Agreement.

2. GRANT. SVCE hereby agrees to provide funding to Recipient in an amount not to exceed **[\$1,000,000]**, subject to the provisions of this Agreement (“Grant Funds”). Such Grant Funds shall be disbursed to Recipient on a reimbursement basis. It is agreed and understood that the Grant Amount is a ceiling and that SVCE will only reimburse the allowable cost of services actually rendered as authorized by SVCE at or below the Grant Amount established herein.

3. REIMBURSEMENT OF GRANT FUNDS. Grant Funds shall be reimbursed pursuant to the following process:

A. SVCE shall reimburse Recipient for its actual and reasonable costs of constructing the Project up to the agreed upon Grant Funds.

B. Requests for payment submitted to SVCE shall include: 1) a cover letter in the agency’s letterhead summarizing the project and requested dollar amount for reimbursement 2) an itemized list of all expenditures; and 3) supporting documentation that clearly identifies the expenditure(s) in relation to the scope of the Project set forth in Exhibit A of this Agreement. Payment requests should be aggregated and submitted after Project completion.

C. SVCE shall process requests for payment and remit payment within 30 days.

D. If, in SVCE’s sole discretion, the request for payment is incomplete, inadequate, or inaccurate, SVCE may dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed

on the Recipient by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the Recipient and the contractor are the responsibility of the Recipient and are not reimbursable under this Agreement.

E. Unless otherwise authorized by SVCE in writing, Recipient shall submit all documentation of Project completion, including a final request for payment, within sixty (60) days of Project completion.

F. Final payment of remaining Grant Funds, including any amounts withheld from previous payments, shall be paid up to the total amount of the actual Project cost, not to exceed the Grant Funds amount set forth in this Agreement, upon completion of the Project, receipt of the final report and final request for payment from the Recipient in a form and content satisfactory to SVCE.

4. USE OF GRANT FUNDS. Recipient shall use the Grant Funds to support the Program as set forth in Exhibit A. Any use(s) of Grant Funds not contemplated in this Agreement must be approved in writing by SVCE. This Agreement was awarded to Recipient based on the application submitted by Recipient with the intention that the awarded funds would be used to implement the Project as described in Exhibit A. Any substantive deviation during Project implementation may require reevaluation or result in loss of funding. In no event shall Recipient's Grant Funds or scope of work be increased. If Recipient knows or should have known that substantive changes to the Project will occur or have occurred, Recipient will immediately notify SVCE in writing. SVCE will then determine whether the Project is still consistent with the overall objectives of the Program and whether the changes would have negatively affected the Project ranking during the Grant evaluation process. SVCE reserves the right to have Grant Funds withheld from Recipient, or refunded to SVCE, due to Recipient's failure to satisfactorily complete the Project or due to substantive changes to the Project.

5. TERM. This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the final Grant Funds are paid to Recipient, unless sooner terminated pursuant to the provisions of this Agreement. Project completion dates shall not be extended unless SVCE determines, in its sole discretion, that extenuating circumstances justify an extension. Projects must be complete no later than **December 31, 2028**

6. REPORTING AND RECORDS. Recipient agrees to cooperate with SVCE and provide requested information, if any, related to the use of Grant Funds and the Project, including for the purposes of SVCE's evaluation, measurement, and verification activities for the Program. Recipient will cooperate in good faith with SVCE or its authorized representative in performing evaluation, measurement and verification (EM&V) of the Program. Information accessed for EM&V may include, but is not limited to, onsite verification of Project operation, Program compliance, and Project records, analysis of facility billing metered data, analysis of data collected from facility-owned submetering, and collection of supplementary metered data on-site. All information collected will be held confidentially and will be used by SVCE or its authorized representative for Program analysis purposes only. Recipient is responsible for ensuring, through a separate agreement between Recipient and property owner, that property owner shall cooperate with SVCE to provide any documentation and assist in analysis and provide access to the Project site at reasonable times, during the construction of the Project and for a period of up to two (2) years from the completion of the Project. During the course of the

Project and for three (3) years thereafter from the receipt of the final Grant Funds, the Recipient agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SVCE may require. The Recipient agrees to have financial and compliance audits performed as SVCE may require.

7. LEGAL RESPONSIBILITIES. Recipient shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance under this Agreement. Recipient shall at all times observe and comply with all such ordinances, laws and regulations. SVCE, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Recipient to comply with this Section.

8. PREVAILING WAGES. By accepting the Grant Funds, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, to the extent required by California law, Recipient shall ensure that prevailing wages are paid, that the project budget for labor reflects these prevailing wage requirements, and that the project complies with all other requirements of prevailing wage law, including that Recipient's subcontractors also comply with all applicable public works/prevaling wage requirements.

9. PROCUREMENT. At minimum, Recipient shall abide by Recipient's purchasing regulations and policies and all California laws and regulations in procuring goods or services where the costs are eligible for reimbursement under this Agreement.

9. CALIFORNIA PUBLIC RECORDS ACT. Recipient acknowledges that SVCE is subject to the California Public Records Act (Gov. Code § 7920.000 *et seq.*). SVCE acknowledges that Recipient may submit information to SVCE that Recipient considers to be confidential, proprietary, or trade secret information. Only such information clearly designated in writing as "confidential" shall be deemed "Confidential Information." Upon request or demand of any third person or entity ("Requestor") for the production, inspection, and/or copying of Confidential Information, SVCE shall notify Recipient that such request has been made. Recipient shall be solely responsible for taking whatever legal steps are necessary to protect Confidential Information and to prevent its release to the Requestor. Without limiting SVCE's right to disclose Confidential Information as may be required by law, if Recipient takes no such action after receiving the foregoing notice from SVCE, SVCE shall be permitted to release information it deems subject to disclosure.

10. NOTICES. Any notices provided under this Agreement must be in writing and may be given either by mail or e-mail to the following addresses:

SVCE:

Silicon Valley Clean Energy Authority 333 W. El Camino Real #330
Sunnyvale, CA 94087
Attention: jessica.cornejo@svcleanenergy.org

RECIPIENT:

[City of Morgan Hill]

[17575 Peak Avenue Morgan Hill, CA
95037]

Attention: Chris Ghione, Public Services Director

11. INDEPENDENT CONTRACTOR.

A. Recipient shall at all times remain as to the SVCE a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Recipient shall at all times be under Recipient's exclusive direction and control. Neither SVCE nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of Recipient's officers, employees, or agents except as set forth in this Agreement. Recipient shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the SVCE. Recipient shall not incur or have the power to incur any debt, obligation or liability whatever against SVCE, or bind SVCE in any manner.

B. No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, SVCE shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for SVCE. SVCE shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

12. INDEMNIFICATION; WAIVER. Recipient shall indemnify, protect, defend and hold harmless SVCE, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which SVCE, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Recipient's acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement. Recipient expressly waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." This Section shall survive the terminate of this Agreement.

13. INSURANCE.

A. On or before the commencement of the term of this Agreement, Recipient shall furnish SVCE with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance coverage in compliance with the requirements in this Section. Recipient shall maintain such coverage in full force at all times for the duration of this Agreement, at its sole cost and expense. Nothing herein shall be construed as a limitation on Recipient indemnification obligations under this Agreement.

B. Recipient shall maintain the following minimum insurance coverages:

- 1) Workers' compensation, as required by the State of California;
- 2) Commercial general liability coverage with minimum limits of \$3,000,000 per occurrence and \$5,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required;
- 3) Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

C. Such coverages shall be issued by an insurer(s) licensed to conduct business in the State of California, with a minimum A.M. Best's Insurance Rating of A:VII unless otherwise approved in writing as satisfactory to SVCE. The Recipient may satisfy its obligations under this Section through self-insurance.

D. The insurance limits required by SVCE are not represented as being sufficient to protect Recipient. Recipient is advised to confer with its insurance broker to determine adequate coverage for Recipient.

14. DEFAULT AND TERMINATION. Should an Event of Default occur, SVCE shall provide a notice of default to Recipient and shall give Recipient at least fifteen (15) calendar days from the date the notice is sent to cure the Event of Default. If Recipient fails to cure the Event of Default within the time prescribed, SVCE may, at SVCE's sole discretion, withhold Grant Funds not yet disbursed hereunder, require the return or repayment of Grant Funds already disbursed, and/or terminate this Agreement by written notice which shall be effective upon receipt by Recipient. "Event of Default" shall mean the occurrence of any one or more of the following events by Recipient: (a) any false statement, representation, or warranty contained in this Agreement, the Application, or any other document submitted to SVCE; (b) failure to comply with applicable laws; (c) a failure to maintain in effect any policy of insurance required under this Agreement; or (d) a material breach of this Agreement.

15. NON-APPROPRIATION. Recipient acknowledges that SVCE is a public agency. In the event that sufficient funds for the performance of this Agreement are not appropriated by the SVCE Board of Directors in any fiscal year covered by this Agreement, this Agreement may be terminated by SVCE, without penalty, by giving notice to Recipient of such facts and of SVCE's intention to terminate.

16. NON-WAIVER. Failure to exercise any right the SVCE may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

17. AMENDMENT OF AGREEMENT. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Recipient and the SVCE.

18. ASSIGNMENT PROHIBITED. In no event shall the Recipient assign or transfer any portion of this Agreement.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Santa Clara, State of California.

20. NO THIRD-PARTY BENEFIT. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.

21. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

22. RECIPIENT'S AUTHORITY. Recipient represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Recipient; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

24. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

25. COMMUNICATIONS AND ENGAGEMENT. Recipient agrees that SVCE may use and publicize information and visual materials (photos, videos, etc.) related to this project, including (but not limited to) information and visual materials provided in this application, updates, or follow-up information. Recipient will coordinate in good faith with SVCE on follow-up activities, such as interviews, outreach coordination, photo or video shoots, requests for additional information, and the design of educational materials and signage related to the project. Recipient will work with SVCE to schedule all coordination and activities within a determined and mutually agreed-upon time frame and understand that refusal or failure to collaborate on marketing and outreach may result in termination of the funding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SILICON VALLEY CLEAN ENERGY AUTHORITY

NAME: _____
TITLE: _____

APPROVED AS TO FORM:

NAME: _____
TITLE: _____

[City of Morgan Hill]

By: _____
Name: Christina Turner
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Donald Larkin
Title: City Attorney

*[*Note: Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer. Signature of Chief Executive is required for public agencies.]*

EXHIBIT A

[Attach Grant Application]

**Competitive Member Agency Grant: Decarbonization Track
Proposal- City of Morgan Hill
Morgan Hill Aquatics Center Community Decarbonization Project**

1. The name of the agency, the address of the local office(s), and the email, phone number, and role of each staff member on the project team.

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: 408-779-7271

Project Team	
<p>Christina Turner City Manager 408-776-7382 Christina.turner@morganhill.ca.gov v Role- Authorized Signatory</p>	<p>Chris Ghione Assistant City Manager for Public Services 408-782-9154 Chris.ghione@morganhill.ca.gov Role- Project Oversight</p>
<p>Keri Russell Maintenance Services Coordinator 408-310-4057 Keri.russell@morganhill.ca.gov Role-Maintenance Manager</p>	<p>Nichole Martin Community Services Supervisor 408-310-4694 Nichole.martin@morganhill.ca.gov v Role- Communications Manager</p>
<p>Corey Moralez Facilities Maintenance Specialist 408-310-4302 Corey.moralez@morganhill.ca.gov Role- Maintenance Specialist</p>	

2. One paragraph summary of the proposal with the amount requested.

The purpose of the project is to initiate the process of converting the Morgan Hill Aquatics Center to all-electric operations. The proposed project will be the first phase of decarbonization for the facility. The City plans to convert two of the Aquatic Center smaller pools, and other water heating units within the facility (locker rooms, restrooms, and kitchen), from gas fired heating to electric, as well as plan for the future electrification of the larger pool. In order to complete the desired changes noted, the City will be required to increase the capacity of the electric service available to the site. To accommodate this increased need, the project scope includes a proposal to add New 1600A 480V 3 Phase electrical service infrastructure to the facility. This addition is capable of providing both the necessary power for the proposed conversion to electric heating for this project phase, as well as the future phase of conversion

anticipated for the large pool. Project scope also includes the creation and redesigning of outdoor facility space to house replacement air source heat pump units (3-5), as well as accommodating the relocation

of other infrastructure associated with the project (sidewalk, EV charging). Lastly, the City would look to replace existing kitchen appliances with electric, add variable frequency drives (VFD's) for the three pool pumps, and convert all lighting to LED fixtures. To implement these decarbonization efforts, the City is requesting consideration of \$1,000,000 of grant funding through the current Competitive Member Agency Grant-Decarbonization Track program opportunity.

3. Describe the value of the project and how it supports your agency's greenhouse gas reduction goals or climate action goals. Why was it selected? What are you hoping to learn from the project? How will the project deliver immediate decarbonization and/or resilience benefits? How will it deliver/influence long-term decarbonization and/or resilience goals? Quantify the impacts, if possible, and discuss the more qualitative impacts.

The City sees this project as an initial step in the larger goal of converting the entire Aquatic Center to an all-electric facility. The City's selection of this proposal supports the CAP goal of converting all municipal buildings to all-electric by 2035 and reducing Morgan Hill's net carbon dioxide emissions in the building and transportation sectors by 35% below the 2020 baseline level by 2030, and 100% below the 2020 baseline level by 2045.

This proposed project will be the first phase of decarbonization for the facility. The City is currently working with consultants which have not yet encountered available technology to fully convert the largest of the pools (780,000-gallon Competition Pool) to electric. However, the project includes provisions for further planning and design to ultimately achieve that improvement. The project proposal does include the conversion of the two smaller pools and other water heating components within the facility to electric at this time. The conversion for the smaller pools includes the installation of 3-5 new heat pump units to replace the two existing gas units (depending upon units selected). To assure adequate functionality, the City is proposing a gas heating unit remains in place initially as a backup for one of the two pools converted to gas, to ensure the sizing of the heat pump units meets facility needs during the very cold winter months. This gas-powered unit would be removed after 3 years, should no issues with winter month heating occur. Due to these complexities and considerations, the City felt that this phased approach to electrification of the facility was the most effective and efficient means of achieving immediate decarbonization benefits and achieving meaningful progress towards climate change mitigation targets within the CAP.

The table below summarizes the projected positive quantitative impacts associated with the project.

Conversion Component	Annual Energy Savings
LED Lighting Upgrade	73,000 kWh
VFD's for Pools	200,000 kWh
Kitchen Electrification	50 th
Heat Pumps and Electrical Upgrade	22,000 th*
* The project will also support the infrastructure towards full electrification that will save an estimated 90,000 therms annually.	

From a qualitative perspective, electrification of the Aquatic Center offers benefits that can enhance its functionality, sustainability and overall community impact. Some of the key advantages include:

- Environmental Sustainability- contributing to reductions in greenhouse gas emissions and air pollution.
- Community Perception and Education Impact- serving as a role model for sustainability and showcasing the City's commitment to innovative and environmental responsibility. Establishing opportunities to educate the community about energy, sustainability and transition to climate friendly energy alternatives.
- Energy Efficiency- electric technologies being more efficient than fossil fuel counterparts will result in enhanced energy performance, lower energy consumption, and reduced operating costs for the facility.
- Long term Resilience and Adaptability- electrification of the facility will help to stay aligned with current energy technologies and help to ease required adaptations in the future.

These benefits will be both immediate and long-term in nature. Given the phased approach to the electrification of the facility, the City anticipates increased quantitative and qualitative benefits for years to come. This initial phase will provide great insight for the City from lessons learned through the implementation. These lessons learned will help to identify key measures of success and opportunities for continuous improvements in future phases of the project.

4. Full description of the community engagement plan detailing how the project will benefit and educate the community. This plan should include approximate details on the intended signage, interpretive information, and/or hosted events that will be a part of the project. Who will benefit from the project? What communication tools will you leverage for the project? What metrics will you use to measure success?

Community Engagement Plan

The City plans a significant communications effort for the project, both locally and regionally, occurring during all phases of the implementation (ahead, during and following construction). Outreach will include.

- Internal and External Displays at the facility.
 - o The Morgan Hill Aquatics Center is a premier competitive swim venue in the region hosting dozens of major swim meets a year bringing many people from across the County, State and Western United States.
 - o The facility also hosts Recreation Swim which brings thousands of visitors daily from across the County and adjacent Monterey and San Benito Counties during the summer months.
 - o Recent data has shown that the site receives over 400,000 visits per year.

This high rate of attendance provides for enhanced outreach opportunities through increased interaction and visibility through not only daily attendance, but also through the many hosted events available at the facility. The City sees these visual displays as powerful tools for informing and inspiring, with the

potential to educate the public on the benefits of electrification and demonstrate the concept with relevant examples.

- Communications and stories in City Publications
 - o The City commits to creating an informational website for the project that will be shared in numerous City publications.
 - o City's email newsletter
 - o City's Parks and Recreation email newsletter
 - o Social media posts

This outreach helps to inform Morgan Hill residents about the City's goals and strategies in working towards carbon neutrality. As indicated in the Morgan Hill 2021 Climate Action Plan (CAP), the City's goal is to convert all municipal buildings to all-electric by 2035. The information shared through these communication channels will educate the community on the importance of building electrification in terms of public health and environmental sustainability, as well as describe how the project is a significant contribution towards reaching our goals and reducing greenhouse gas emissions.

Hosted training and regional events

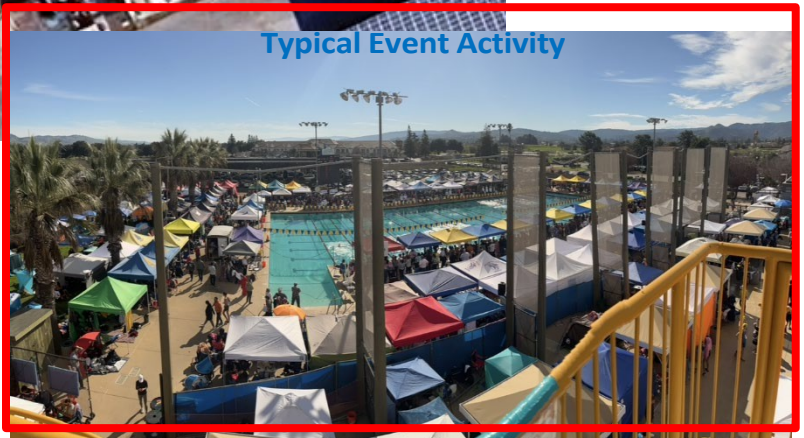
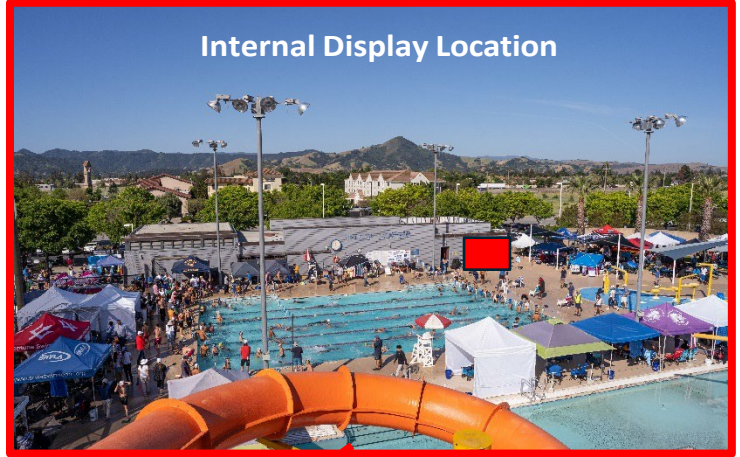
- o The City commits to providing guided tours for any agencies interested in visiting the site during construction and after completion.

The tours will serve as a powerful educational tool by showcasing sustainable practices and energy efficiency in a real-world demonstration of how building decarbonization is implemented. This will build awareness and understanding of the strategies behind building electrification, the significance of utilizing heat pumps, and the means for reducing operational carbon at the facility. It also serves to demonstrate the City's commitment to promoting green building practices and taking positive action steps toward achieving the goals established in the CAP.

The project is intended to support and benefit all members of our community. With the implementation of the CAP, the City is looking for holistic and equitable solutions that include emissions reductions and provide meaningful building improvements and protections for our residents. The benefits of decarbonization for our community are seen through the lens of mitigating the adverse effects of climate change, and promoting a healthy, more environmentally sound environment for everyone to enjoy.

Success with the engagement plan will be measured through several means such as total number of people attending and participating with planned outreach activities, social media analytics, website traffic analysis, and feedback from the community through surveys and interactions. Ultimately, it is our community working together with a shared vision that will help to achieve the desired decarbonization goals of the CAP in working toward mitigating climate change and creating a resilient future for Morgan Hill.

Representation of Aquatics Center Electric Pool Heating Displays



5. A detailed budget table of the project’s activities and how SVCE’s funding will be used. Please list any external grants and in-kind resources that will be used for the project. There is no matching contribution required.

Budget Item	Cost	SVCE Grant	City Match
LED Lighting Upgrade	\$200,000	\$0	\$200,000
VFD’s for Pools	\$90,000	\$0	\$90,000
Kitchen Electrification	\$2,000	\$0	\$2,000
Heat Pumps and Electrical Upgrade	\$1,200,000	\$1,000,000	\$200,000
Total Cost	\$1,492,000	\$1,000,000	\$492,000
Note: All costs less potential PGGE Utility Incentives.			

As noted, SVCE’s funding will be utilized for the costs associated with the purchase and installation of the heat pumps, along with the costs associated with the required electrical upgrade. While no matching contribution is required, the City will provide funding for project costs which exceed the amount requested through the grant, to come from City funds allocated in the City’s Building Replacement Fund and General Fund.

6. Project work plan and timeline. The work plan must include details on how the agency will manage the project and operationalize the end product, if applicable.

Morgan Hill Aquatics Center Community Decarbonization Project	Start Date	End Date
Action Item	Project	Schedule
Grant Agreement Established	4/25/2025	6/30/2025
RFP-Energy Management Consultant	6/30/2025	8/31/2025
Selection-Energy Management Consultant	8/31/2025	1/31/2026
Design completion- Management Consultant	1/31/2026	9/30/2026
Procurement of Equipment	7/31/2026	7/31/2027
Community Engagement*	5/31/2027	12/31/2028
Construction	1/31/2027	1/31/2028
Completion of Construction-Punchlist Items	1/31/2028	5/31/2028
Finalization of Grant Agreement	5/31/2028	7/31/2028
* Community Engagement to continue after grant completion		

7. The organization’s demonstrated capacity to complete the project, including a history of project management, community engagement, and grant management.

The City of Morgan Hill has considerable experience with effective management of grant funded projects, including aspects related to implementation, reporting, and completion requirements. The management team complies with the City of Morgan Hill’s Finance Department’s Grant Policy and Procedure guidelines of 2018 and are subject to audit review as applicable.

Morgan Hill currently has several executed grant agreements with SCVE through its Community Grant Resilience Program, Community Decarbonization Engagement Grant, and Community Decarbonization Demonstration Grant. These projects are all nearing completion and/or have reached completion with implementation of a new battery energy storage system at the City’s Centennial Recreation Center, the employment of decarbonization efforts through electrification for the newly built fire station, and the Morgan Hill Climate Action Plan (CAP) Outreach and Engagement program. Coordination with the SVCE grant project team has been very effective, with resulting outcomes that benefit the environmental, physical, and social health of our community.

The City actively engages in numerous grant funding opportunities to support City resources and promote solutions for the various needs of our community. Recent grant engagements include the development of numerous pedestrian and bike trails and pathways within the City to promote not only environmental benefits, but public health, economic and transportation benefits, and recreational opportunities. Several grant-funded trailways, including the Madrone Channel Trail, Butterfield Boulevard Pathway, and the West Little Llagas Trail have been completed and opened to the public. These efforts involved multiple grant agreements with various different agencies, and all were executed successfully. Additionally, the City currently has two grant agreements with the California Department of Water Resources through the Urban Community Drought Relief Grant Program providing \$6M in grant funding for projects to enhance the City’s water system. One of these projects will address the need for critical storage requirements and the other will address groundwater recharge through stormwater retention. These projects will help attain the broader City objectives of assuring: 1) water quality, health and safety for our community, 2) system reliability and adequacy, 3) cost and affordability for our ratepayers, and 4) water resource sustainability. While still in process, we look forward to the successful completion of these grant funded projects in the near future.

An excellent example of community engagement can be demonstrated with the SVCE grant funding previously awarded to the City of Morgan Hill for implementation of the Climate Action Plan (CAP) Outreach and Engagement Project (Project). The Project enabled the City to implement the public outreach and engagement component of its CAP (December, 2021) which concentrates on reduction of greenhouse gas emissions (GHGs) through the building and transportation sectors. During the course of the grant, the City established and implemented Clean Air Week, partnered with existing campaigns and community groups, completed surveys, engaged in social media, established an Induction Cooktop Loaner Program, held booths, completed a cooking demo using induction technology, and more. The ultimate goal of the project was to engage with the community to generate discussion, interest and presence around the topics of decarbonization and climate change.

Also worth noting is that the City has developed a strong relationship with PG&E through various capital project work and as a customer. This relationship and understanding of the PG&E permitting and processing of service upgrades will help to ensure project completion in a timely manner.

8. Proposed modifications to the Grant Agreement terms. Modification of the contract terms may be proposed by the Applicant for consideration by SVCE but are not guaranteed to be accepted. Rejection of the final terms from SVCE is grounds for disqualification.

No proposed modifications.

SVCE expects grant-supported projects to participate in SVCE administered demand flexibility programs. If SVCE offers an applicable program at the time of project installation that benefits both parties, the grant recipient will authorize enrollment of the grant-funded project in SVCE's demand flexibility program, provided that a) there are no additional costs for the customer, and b) load shedding or shifting is automated through SVCE's demand flexibility program.

EXHIBIT B

[Member Agency
Guiding
Documents]

SVCE Member Agency Grant: Decarbonization Track

Reimbursement Guidance

Reimbursement Overview

- The following activities must be completed before requesting reimbursement:
 - Construction
 - Community engagement activities as listed in your grant application
 - Marketing activities such as press release, photos, construction videos, and interviews with city staff for SVCE spotlight video
- The reimbursement request must be submitted with the final report
- If the reimbursement request or final report is missing information, SVCE will notify the grantee to resolve before processing
- When possible, try to compile documents in a single PDF file
- Reimbursement will be delivered as a physical check

Key Items for Reimbursement Packet

- Cover letter on agency letterhead with a summary of the project, date, grant reimbursement amount, and signature from authority (e.g., Department Director, City Manager)
- Accounts payable information such as official name and invoicing address
- All applicable project invoices
- Itemized list of expenditures and invoices listing SVCE's applied grant funds
- Photos, videos, and any publications related to the project
- Reimbursement requests and questions can be sent to Jess Cornejo (jessica.cornejo@svcleanenergy.org)

SVCE Member Agency Grant: Decarbonization Track Final Report Outline

[Guidance for grantees: This document is meant to present a high-level summary of the grant project for easy consumption by a general audience. Please use non-technical language, define acronyms, and limit the page range from 3-5 pages. You are encouraged to include any graphics or visualizations that help illustrate the project.]

Grant Project Title: _____

Grant project Timeline:

Budget Amount: (List SVCE funding, external grant funding, and any match funding)

Partners: (List all project partners)

- ...

Targeted Groups: List the groups this project targets (e.g., single-family residential, multi-unit dwellings, commercial/industrial, public agencies, demographic of groups, etc.)

Summary (~5-6 sentences, max 200 words)

Provide a brief summary of the grant project.

Project Goals (~2-4 paragraphs, max 300 words)

List the goals and objectives of the project.

Outcomes (~3-5 paragraphs, max 400 words)

- What are the anticipated short-, medium- and long-term outcomes?
- What are key metrics of success, and how did you measure success of the project?
- Any notable improvements and differences in the site before and after building upgrades?
- What were your agency's challenges during the project, and how did you resolve them?
- What were the lessons learned from the project?

Please try to quantify anticipated outcomes where possible – e.g., number of events hosted at the site and number of people engaged, materials distributed, number and type of permits pulled for the project, improved building features, potential GHG reductions (direct or indirect), etc. Please attach any additional materials associated with the project if applicable.

Future Plans (~2-5 paragraphs, max 400 words)

- Is the project completely finished? If not, what are your agency's plans for continuing this work?
- What special maintenance activities are planned for the demonstration project?
- What might you do differently in the future for similar projects, and what advice might you have for others doing similar projects?
- How can SVCE further support your agency in future grant cycles?

Final reports must be submitted with the reimbursement request and can be sent to Jess Cornejo (jessica.cornejo@svcleanenergy.org).

Silicon Valley Clean Energy Community Grant Marketing Guidelines

HOW TO USE THIS DOCUMENT

This document is designed to provide guidance for grantees developing communications and marketing materials related to projects receiving Silicon Valley Clean Energy (SVCE) Community Grant funding.

Grantees are responsible for ensuring all branding and related marketing materials, press releases, social media, online assets and communications are consistent with the guidelines in this document. SVCE can require grantees to change and/or remove any material deemed to veer from the following guidelines.

Please share this with marketing, communications, public relations, graphics, and web teams in addition to any staff working on materials that reference SVCE.

Grantee's Role

- Submit all materials created around the project receiving SVCE grant funding for SVCE review at least **one week** prior to planned material publication.
- If requesting SVCE content support or guidance, please notify SVCE as soon as possible and allow for **at least 2 weeks** prior to planned publication.

SVCE's Role

- SVCE will complete a timely review for all materials that relate to SVCE grant-funded projects or reference SVCE programs and resources.
- SVCE will support planned press, media, or events around the project.

Key Contacts

If you have questions about your project, funding or timeline, please contact Senior Community Strategies Specialist Jess Cornejo at Jessica.cornejo@svcleanenergy.org.

If you have questions about these guidelines, marketing, public relations, or communications materials about the funded project, please contact Communications Specialist Emily Muniz at Emily.muniz@svcleanenergy.org.

Approved Language

Referring to SVCE:

1. Silicon Valley Clean Energy
2. SVCE (acronym may be used after first spelling out full agency name)
3. SV Clean Energy

Describing SVCE grant funding:

1. "Funding for *[title of project that received grant funding]* is provided [or partly funded] by the Silicon Valley Clean Energy Community Grants Program."

Sharing SVCE resources:

1. "Explore rebates and incentives to go electric at svcleanenergy.org/offers-services/"
2. "Talk to a trusted energy advisor for FREE at goelectric.svcleanenergy.org/"
3. "Start your journey to go electric with eHub (svcleanenergy.org/ehub/), the Silicon Valley Clean Energy resource that simplifies your switch to all-electric living. Find personalized rebates, incentives, and tips to power your home, car, appliances, and business with clean energy."
4. Additional resources to share: <https://svcleanenergy.org/digital-media-assets/>

Optional language to provide information about SVCE:

1. "Silicon Valley Clean Energy is the community choice electricity provider for thirteen communities in Santa Clara County formed to reduce greenhouse gas emissions and fight climate change locally. Silicon Valley Clean Energy provides homes and businesses with clean electricity at competitive rates, reinvests locally through programs and community grants, and accelerates electric technologies through rebates, technical support, and innovative solutions supporting grid-wide resilience."

SVCE Logo Use

Grantees may use the [SVCE full logo](#) or [SVCE abbreviated logo](#) in marketing materials related to the funded project, but must submit the materials to SVCE for review prior to publication.

The SVCE logo shall not be cropped, rotated, compressed or have the colors changed. If the grantee needs a specific logo not provided (i.e. all-white logo for dark backgrounds), the grantee should contact SVCE with the request.

CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Chris Ghione, Public Services Director
Cynthia Iwanaga, Management Analyst

APPROVED BY: City Manager

AWARD COUNCIL CHAMBER BUILDING ROOF REPLACEMENT PROJECT

RECOMMENDATION(S)

1. Award contract to Diablo Roofing, Inc. in the amount of \$392,200; and
2. Authorize the expenditure of contingency funds in an amount not to exceed \$78,440; and
3. Authorize the City Manager to execute and administer the construction contract with Diablo Roofing, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

The purpose of this item is to present the Council with an opportunity to review and consider the award of a contract to Diablo Roofing, Inc. in the amount of \$392,200 to remove and replace the original 60-year old roof on the Council Chamber Building. The Council Chamber Building was built in 1973, and since then there have been several roof repairs and reconfigurations, including 1987 (the breezeway between the two original buildings was enclosed), 1993 (roof further reconfigured), and 2013 (Council Chamber reconfigured). Group 7 Consultants, a design and waterproofing consultant, was hired in January 2025 to assist staff with the development of the scope of work. The current scope of work will include rehabilitation of all three roof areas, including the roof tiles along the steep-sloped roof including the mansard roof, the central low-sloped roofing area and the two equipment wells on the north and south sides of the building. Group 7 Consultants and City staff specified S-tiles to replace the current cap and pan roof tiles because they are more cost-efficient, easier to maintain, and will be better able to withstand weather conditions, making the tiles safer over the life of the roof than the cap and pan tiles. The tiles will closely match the existing roof and the appearance will closely mirror the existing tile roof with only a slight variation in the type of tile. It is anticipated that the City Hall/Development Services Center building's roof will also be replaced with the same S-tiles in the next ten years.

In soliciting bids for this project, the City published a Notice Inviting Bids in the Morgan Hill Times on May 23, 2025 and May 30, 2025. The City then contacted licensed contractors on the City's Bidders' list with the California Contractors' State Licensing Board (CSLB) classifications: Class C-39 Roofing Contractor and Class B General Contractor. The bid documents were posted on the City of Morgan Hill website, Public Purchase Online Bid Service, County of Santa Clara Builders Exchange, Bay Area Builders Exchange, San Francisco Builders Exchange, Central Coast Builders Exchange and the Dodge & Data Analytics Online Service. The Bid Documents are available at:

https://www.morganhill.ca.gov/DocumentCenter/View/54563/Attach-1_BID-DOCS_MH_Council_Chamber_Roof_Replacement-1

On June 2, 2025, fifteen (15) potential bidders attended the mandatory pre-bid conference and job walk. The public bid opening was held at the Development Services Center at City Hall on June 11th at 11:30 a.m., and four (4) bids were received.

Contractor	Bid Amount
1. ALCAL	\$548,113
2. Brazos Urethane	\$720,566
3. Diablo Roofing, Inc.	\$392,200
4. Stronger Building Services	\$698,120

Diablo Roofing, Inc. submitted the lowest bid of \$392,200. Per the attached public bid documents, the City is awarding this contract based on the lowest base bid amount. The add alternate pricing included in the bid is not being considered for the award of this contract.

Diablo Roofing, Inc. has over six years of experience in the roofing industry, and has completed public agency roofing projects for the City of Fremont and the County of Madera. Staff recommends awarding the contract to Diablo Roofing, Inc. in the amount of \$392,200. Staff also recommends a 20% contingency of \$78,440 for a total construction authorization of \$470,640. The proposed contract is available here:

https://www.morganhill.ca.gov/DocumentCenter/View/54562/Attach-2_CONTRACT_MH_Council_Chamber_Roof-1

The project is anticipated to begin construction in July 2025, and is expected to take not more than 45 calendar days from the commencement of construction.

COMMUNITY ENGAGEMENT:

Inform

At least three (3) days prior to commencement of work, signs will be posted informing the public of the dates and times of construction work. In addition, the City will include information about the planned project in the 411 and The Scoop.

ALTERNATIVE ACTIONS:

An alternative action would be to not approve the project or to delay the work.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council has not previously taken action on this item.

FISCAL AND RESOURCE IMPACT:

The authorized amount for this contract is \$392,200, and a 20% contingency of \$78,440 for a total authorization of \$470,640. This project was budgeted in FY 23-24, Fund 741 - Building Replacement and the funds were rolled over to FY 24-25.

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301 (c) of CEQA Guidelines (Existing Facilities), as the subject work involves the repair, maintenance or minor alteration of existing City facilities involving negligible or no expansion of use of those facilities.

CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Hilary Holeman, Administrative Analyst

APPROVED BY: City Manager

CONSIDER CITY POSITION ON PENDING STATE LEGISLATION

RECOMMENDATION(S)

1. Consider supporting AB 650 (Papan) Planning and zoning: housing element: regional housing needs allocation;
2. Consider opposing SB 79 (Wiener) Housing development: transit-oriented development: California Environmental Quality Act: public transit agency land; and
3. Direct staff to submit letters in support of AB 650 and in opposition of SB 79 to the appropriate representatives.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community
Preserving and Cultivating Public Trust

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

The League of California Cities recently hosted a Legislative Appropriations Webinar to highlight its priority bills for the 2025 session. The League subsequently issued “Action Alerts” on several key measures, along with sample letters to assist cities in taking positions where appropriate. Following staff review of the League’s recommendations and the relevant legislation, staff recommends the City of Morgan Hill submit position letters on the following two bills:

1. SUPPORT - AB 650 (Papan) Planning and zoning: housing element: regional housing needs allocation

This bill will improve the housing element review process by encouraging local jurisdictions to begin planning earlier and providing greater clarity and certainty to a difficult and complex process. This measure would allow local jurisdictions to begin the housing element update six months earlier than what is required under existing law; ensure that local governments have adequate time to respond to the Department of

Housing and Community Development's (HCD) review letters, and require HCD to provide written communication that identifies specific deficiencies in the draft and text or analysis that HCD believes needs to be included to comply with the law.

Supporting this bill aligns with the City's interest in fair treatment under state housing law and in maintaining reasonable local discretion in land use planning. A sample support letter from the City is included as attachment 1 and the full bill text can be viewed [here](#). As of June 3, 2025, AB 650 passed through the Assembly and has been referred to the Senate Committee on Rules for assignment.

2. OPPOSE - SB 79 (Wiener) Housing development: transit-oriented development: California Environmental Quality Act: public transit agency land

This measure would require cities to approve higher-density residential projects up to seven stories near public transit stops ministerially regardless of local zoning codes, limit the use of local development standards on the proposed project, and allow transit agencies full land authority over residential and commercial development on property they own or lease.

Staff recommends opposing SB 79, as it will not spur housing construction in a manner that supports local flexibility, decision-making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements. A sample opposition letter from the City is included as attachment 2 and the full bill text can be viewed [here](#). As of June 4, 2025, SB 79 passed the Senate and is currently being held at the Assembly desk.

COMMUNITY ENGAGEMENT:

Inform - this report serves to inform the Community on the recommended City's position on pending legislation that directly impacts the City of Morgan Hill.

ALTERNATIVE ACTIONS:

1. Revise letters of support and/or opposition.
2. Decline sending letters of support and/or opposition.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None

FISCAL AND RESOURCE IMPACT:

Tracking legislation is an activity included in the annual workplan of the City Manager's Office.

CEQA (California Environmental Quality Act):

Not a Project - administrative action/activity without an impact.



17575 Peak Avenue
Morgan Hill, CA 95037-4128
TEL: (408) 779-7271
FAX: (408) 779-3117
www.morganhill.ca.gov

June 18, 2025

The Honorable Diane Papan
Member, California State Assembly
1021 O Street, Suite 4220
Sacramento, CA 95814

RE: AB 650 (Papan) Planning and Zoning: Housing Element: Regional Housing Needs Allocation.
Notice of SUPPORT

Dear Assembly Member Papan,

The City of Morgan Hill is pleased to support your measure AB 650 (Papan), which would allow local governments to begin the housing element update process six months early, provide greater certainty and reduce ambiguity in the housing element review process, and ensure that local governments have adequate time to respond to the California Department of Housing and Community Development's (HCD) review letters.

Since 1969, California's local governments have planned and selected sites for housing at all income levels through the housing element portion of a local government's general plan. Every five to eight years, local governments are required to adopt a blueprint outlining where developers can or cannot build residential developments within their respective communities and obtain certification from HCD. Local governments plan for their fair share of housing development as determined through the Regional Housing Needs Allocation (RHNA) process. As part of this complex process, local governments submit in their housing elements a variety of essential data, actions, and programs to promote fair, equitable, and affordable housing in their community. Currently, local jurisdictions are planning and zoning for nearly 2.5 million additional homes statewide.

During the 6th RHNA cycle, local governments experienced various challenges in obtaining certification from HCD. Some of the challenges include a short timeline for completing these complex documents and responding to HCD's feedback, a lack of clarity regarding what the state expects from local governments when reviewing additional housing element drafts, and the introduction of new requirements late in the housing element review process.

AB 650 would address these issues by allowing local governments to begin updating their housing element six months early. The bill would also require HCD to provide specific text and analysis that must be included in the housing element to remedy deficiencies, ensuring that local governments are not penalized when HCD identifies additional deficiencies not previously identified in prior review letters.

AB 650 clarifies and improves a process that Morgan Hill experienced in submitting our 6th RHNA cycle which included having new requirements being introduced late in the housing element process along with receiving a finalized Regional Housing Needs Allocation late in the planning process.

For these reasons, the City of Morgan Hill is pleased to support AB 650 (Papan).

Sincerely,

Mark Turner
Mayor

cc: Assemblymember Gail Pellerin

Senator Dave Cortese

Montana Cruz, Regional Public Affairs Manager, League of California Cities, mcruz@calcities.org

Meg Desmond, League of California Cities, cityletters@calcities.org

DRAFT



17575 Peak Avenue
Morgan Hill, CA 95037-4128
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FAX: (408) 779-3117
www.morganhill.ca.gov

June 18, 2025

The Honorable Scott Wiener
Senator, California State Senate
1021 O St, Suite 8620
Sacramento, CA 95814

**RE: SB 79 (Wiener) Transit-oriented Development
Notice of Opposition**

Dear Senator Wiener,

The City of Morgan Hill writes to express our strong opposition to your measure SB 79 (Wiener), which would disregard state-certified housing elements and bestow land use authority to transit agencies without any requirement that developers build housing, let alone affordable housing.

SB 79 doubles down on the recent trend of the state overriding its own mandated local housing elements. This latest overreaching effort forces cities to approve transit-oriented development projects near specified transit stops - up to seven stories high and a density of 120 homes per acre - without regard to the community's needs, environmental review, or public input.

Morgan Hill's Downtown Specific Plan already envisions a mixed-use transit orientated development project to include housing for land currently owned by the Valley Transit Authority. SB 79 provides an opportunity for the local transit agency to design and develop the site that best supports the transit agencies financial interests instead of producing affordable housing nearest our single transit oriented hub.

Most alarmingly, SB 79 defies cities' general plans and provides transit agencies unlimited land use authority on property they own or have a permanent easement, regardless of the distance from a transit stop. Transit agencies would have the power to determine all aspects of the development including height, density, and design, without any regard to local zoning or planning.

This broad new authority applies to both residential and commercial development. Transit agencies could develop 100% commercial projects - even at transit stops - and not provide a single new home, while simultaneously making the argument that more housing must be constructed around transit stops.

The City of Morgan Hill appreciates and respects your desire to pursue a housing production proposal. However, as currently drafted, SB 79 will not spur much-needed housing construction in a manner that supports local flexibility, decision-making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements.

California will never produce the number of homes needed with an increasingly state-driven, by-right housing approval process. What we really need is a sustainable state investment that matches the scale of this decades-in-the-making crisis. For these reasons, the City of Morgan Hill strongly opposes SB 79.

Sincerely,

Mark Turner
Mayor

cc: Assemblymember Gail Pellerin
Senator Dave Cortese
Montana Cruz, Regional Public Affairs Manager, League of California Cities, mcruz@calcities.org
Meg Desmond, League of California Cities, cityletters@calcities.org

DRAFT

CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Michael Horta, Human Resources Director

APPROVED BY: City Manager

ADOPTION OF A RESOLUTION APPROVING AN EXCEPTION TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS) 180-DAY WAITING PERIOD TO HIRE DONALD LARKIN AS A RETIRED ANNUITANT CITY ATTORNEY, APPROVAL OF CONTRACT WITH BURKE WILLIAMS & SORENSEN, LLP FOR CITY ATTORNEY CONTRACT SERVICES AND ELECTED OFFICIALS AND COUNCIL APPOINTED SALARY SCHEDULE

RECOMMENDATION(S)

1. Adopt resolution approving an exception to the 180-day waiting period, set forth by CalPERS, to hire Donald Larkin as a retired annuitant City Attorney;
2. Approve contract with Burke Williams & Sorensen, LLP for Donald Larkin to perform City Attorney contract services; and
3. Approve Elected Officials and Council Appointed salary schedule.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

Assembly Bill 340, the Public Employees' Pension Reform Act of 2013, also known as PEPRA, was signed into law on September 12, 2012, and went into effect on January 1, 2013. PEPRA created Government Code Section 7522.56, which requires public agency retirees to wait 180 days after retirement before returning to work for a public agency. Government Code Section 7522.56(f)(1) provides an exception to this waiting period, if the City Council determines that the appointment of a retiree is necessary to fill a critically needed position and that the appointment has been approved by the governing body of the employer in a public meeting.

Effective July 26, 2025, Donald Larkin, City Attorney for the City of Morgan Hill will retire. The City will begin the recruitment process for the vacant City Attorney position. The position requires specialized skills and experience in order to ensure continuity of operations and oversight of litigation issues, negotiations with employee bargaining groups, polices and complex projects. Staff is recommending that the City Council approve the appointment of Mr. Larkin as a retired annuitant due to his experience, knowledge of current policy developments and issues and skills necessary to assist the City during this period of transition.

Mr. Larkin has served as the City Attorney for nine years. He has specialized knowledge of the department and has built positive working relationships. Due to his specialized knowledge, employing Mr. Larkin as a retired annuitant is the most effective option for completing City Attorney work at this point.

If City Council adopts the recommended resolution, Donald Larkin can be rehired on July 27, 2025. Staff expect to need Mr. Larkin to work part-time until the recruitment process is completed, and a replacement is hired. This could take 3 – 8 months.

The City will contract with Burke Williams & Sorensen for Mr. Larkin to provide these services. The City currently has a contract with Burke Williams & Sorensen and this will be in addition to services already being provided. Burke Williams & Sorensen has agreed to comply with CalPERS wage and maximum hour requirements for this assignment. Mr. Larkin will not earn more than \$137.00 per hour or \$23,750 monthly and will only work up to 960 hours in a fiscal year for this assignment. However, the city will be charged the billing rate as outlined in the contract for his services through Burke Williams & Sorensen.

Under the California Public Employees' Retirement System (CalPERS) regulations, the City Council is required to adopt salary schedules for all identified employee positions, including Mayor, City Council, Treasurer, City Manager, and City Attorney. Attached is the Appointed and Elected Officials Salary Schedule which includes a new salary range for the City Attorney position that states \$23,750 as the new monthly minimum effective June 22, 2025.

COMMUNITY ENGAGEMENT:

Inform

The Human Resources Team will post the approved Elected Official and Council Appointed salary schedule on the Human Resources website page as is the City's practice for all salary information.

ALTERNATIVE ACTIONS:

City Council could decide on other alternatives to meeting the needs of the City in accomplishing required work within the City Attorney Department.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On November 20, 2024, the City Council approved the Appointed and Elected Officials

salary schedule.

FISCAL AND RESOURCE IMPACT:

The Public Employees' Pension Reform Act (PEPRA) sets forth limitations for compensating retired annuitants. All retirees must be paid hourly, at no less than the minimum, nor more than the maximum, paid to employees doing similar work. The hourly rate of pay allowable by CalPERS to Mr. Larkin will be \$137.00 and the hourly rate paid to Burke Williams & Sorenson will be \$425.00. Sufficient appropriations are available in the City Attorney's Office budget to fund this position.

CEQA (California Environmental Quality Act):

Not a project

CONSULTANT AGREEMENT FOR LEGAL SERVICES
Burke, Williams & Sorensen, LLP

THIS AGREEMENT is made and entered into as of this ____ day of June, 2025, ("Effective Date"), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Burke, Williams & Sorensen, LLP, a limited liability company ("CONSULTANT"). CITY and CONSULTANT may sometimes be referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to the authority of the City Attorney pursuant to Chapter 2.09 of the Morgan Hill Municipal Code.
2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date until June 30, 2026, subject to the provisions Section 4.4 [Termination] of this Agreement. The City Attorney is authorized to extend the term of this Agreement. Any such extension shall be in writing and signed by both parties to this Agreement.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of the following: General Legal Advice, Counsel, and Litigation Services, as needed and requested by CITY.
3. **Compliance with Outside Counsel Retention and Billing Policy.** CONSULTANT agrees that it will abide by the Outside Counsel Retention and Billing Policy attached hereto and incorporated herein as Exhibit "A."
4. **Compensation:** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** Compensation for all services, fees and expenses under this Agreement shall not exceed Contract Amount Alpha (\$Contract Amount Numeric). Compensation shall be on an hourly billing rate, which rates are set forth in Exhibit "B," attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this agreement without prior written approval from the CITY. Services or work performed in excess of the total compensation set forth above without written approval of the City Attorney shall be at no cost to CITY.

The City Attorney shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during term of the Agreement, including any extended term, so long as City Council has appropriated sufficient funds therefor, and the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement.

- 4.2. Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required; payment shall be based on hourly rates in Exhibit "B."
- 4.3. Records of Expenses. CONSULTANT shall keep accurate records of payroll, travel, and expenses. These records will be made available to CITY.
- 4.4. Termination. CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Attorney of CITY is authorized to terminate this AGREEMENT, in whole or in part, on behalf of CITY.
- 4.5. Non-appropriations. Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.
- 4.6. The Parties agree that multiple attorneys, including but not limited to Donald Larkin will perform work pursuant to the AGREEMENT. Any amount paid pursuant to this Agreement shall be paid to the CONSULTANT and not to Donald Larkin directly. In no case shall Donald Larkin be compensated above the amount permitted by the California Public Employment Retirement System regulations.

5. Insurance Requirements.

- 5.1. Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance as outlined below. Insurance coverages shall remain in full force and effect at all times during the period covered by this Agreement. Any deductibles or self-insured retentions must be declared to and approved by CITY. CONSULTANT shall furnish CITY with copies of all certificates subject to this Agreement, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY with copies of all policies outlined herein. No policy subject to this Agreement shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY by certified mail.

5.1.1 Insurance Types and Amounts.

- a. Commercial general liability. CONSULTANT shall maintain insurance against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$1,000,000 combined single limit. Further, CONSULTANT shall provide proof of the following separate endorsements:
 - The CITY, its elected officials, officers, employees, agents, and representatives are named as additional insureds; and,
 - the insurer waives the right of subrogation against CITY and CITY'S elected officials, officers, employees, agents, and representatives; and,

- insurance shall be primary non-contributing.
- b. Automobile liability. CONSULTANT shall maintain insurance covering all owned, non-owned and hired automobiles against claims and liabilities for personal injury, death, or property damage, providing protection of at least \$1,000,000 combined single limit.
 - c. Workers Compensation. CONSULTANT and all subcontractors shall maintain Worker's Compensation Insurance, as required by law. Further, if the performance of CONSULTANT's work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT's presence during site visits and meetings, then CONSULTANT shall provide CITY, prior to commencement of work, with the following separate endorsement:
 - The insurer waives the right of subrogation against CITY and CITY'S elected officials, officers, employees, agents, and representatives.
 - d. Professional liability. CONSULTANT shall maintain either a claims- made or occurrence liability insurance in the minimum amount of \$1,000,000.00 each claim. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to CITY for at least five (5) years after the completion of work performed under this Agreement.

5.1.2 Acceptability of Insurers. All insurance required by this Agreement shall be carried only by responsible insurance companies licensed to do business in California. Insurance is to be placed with insurers with a current AM. Best's rating of no less than A:VII.

5.1.3 Provision of Agreement to Insurers. CONSULTANT represents and warrants that they have provided a copy of this Agreement to their respective insurers, and the insurers are aware of all obligations pertaining to CONSULTANT as stated in this Agreement.

6. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

7. **Independent Contractor.** It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, or subcontractors under this agreement.

8. **Compliance with Law.**

8.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

8.2 Compliance with Wage and Hour Laws: Consultant, 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 and the California Labor Code.

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

Prior Judgments against CONSULTANT and/or its Subcontractors: 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 SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH - OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY - ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: 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 an subcontractor 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, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The CITY reserves the right to require CONSULTANT to enter into an agreement with the CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the CITY reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: 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 to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

9. **Maintenance of Records.**

- 9.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.
- 9.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 9.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

10. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

11. **Conflict of Interest and Reporting.**

- 11.1. CONSULTANT states that it does not represent clients with adverse interests to the CITY.
- 11.2. CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.).
- 11.3. CONSULTANT will further comply and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 - 18438.8).

12. **Notices.** All notices shall be personally delivered or mailed via first class mail to the below listed addresses. These addresses shall be used for delivery of service of process.

Address of CONSULTANT is as follows:

Burke, Williams & Sorensen, LLP
1 California Street, Suite 3050
San Francisco, CA 94111

Address of CITY is as follows:

City Attorney
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

with a copy to:
City Clerk
17575 Peak Avenue
Morgan Hill, CA 95037

13. **Licenses, Permits and Fees.** CONSULTANT shall obtain all permits and licenses to the extent required by ordinances, codes, and regulations of the federal, state, and local government.
14. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed, (2) it has the skills, knowledge, and experience to perform this work competently and fulfill all professional and ethical obligation of attorneys at law in the State of California; and (3) it understands the difficulties, and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
15. **Time of Essence.** Time is of the essence in the performance of this Agreement.
16. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.
17. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
18. **Indemnification.** CONSULTANT agrees to protect, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees ("INDEMNITEES") from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT.

The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEES shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

19. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified, or provisions waived only by subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

20. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

21. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

22. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

23. **Binding Agreement.** Notwithstanding the provisions of Section 16 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

25. **Notice of Security and/or Privacy Incident.** If CONSULTANT, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, CONSULTANT shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery, or notification of the incident or potential breach, notify CITY of such incident or potential breach. CONSULTANT shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, CONSULTANT shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. CONSULTANT agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, 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.

[Signatures on the Next Page)

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27. **Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding agreement.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

[TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS: (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND** (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.]

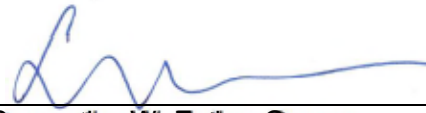
ATTEST:

THE CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Christina Turner, City Manager

BURKE, WILLIAMS & SORENSEN, LLP



Samantha W. Zutler, Owner

Date: June 10, 2025

**EXHIBIT A
CITY OF MORGAN HILL
OUTSIDE COUNSEL BILLING AND RETENTION POLICY**

A. Retention

The role of retained counsel will be that of co-counsel with the retaining attorney. (City Attorney). All legal services provided will be pursuant to a written analysis (including strategy and budget) developed by retained counsel in cooperation with the retaining attorney, and approved by the retaining attorney before work on the specified project begins. Retained counsel will also:

1. Obtain authorization from the retaining attorney before beginning work on any pleading, discovery, motion, or other legal paper, and before securing the services of any expert;
2. Review the above with the retaining attorney prior to use;
3. Provide written status reports on the progress of the litigation to the retaining attorney on the progress of the project as necessary, logical, or requested, but no less frequently than every 60 days;
4. Provide summaries of each deposition taken to the retaining attorney;
5. Coordinate with the retaining attorney to use the legal and paralegal services of the City Attorney's office to keep costs down;
6. Maintain a complete file and provide a copy of all documents generated to the retaining attorney;
7. Make a continuous and diligent attempt to resolve any litigation at the lowest possible cost, with the least expensive professional effort consistent with quality legal representation. To this end, the CITY will be billed for the time of only one attorney at depositions, hearings, trial, and interoffice conferences. Services performed without prior approval of the retaining attorney are not authorized and may not be approved for payment.

From time to time the retaining attorney may direct a departure from the requirements listed above, or may disapprove certain efforts proposed by retained counsel, or may direct efforts with which retained counsel disagrees. The retaining attorney is responsible for these decisions and will consult with the client as appropriate about such matters.

B. Billing Requirements

Retained counsel's services must be itemized individually and billed monthly. Each monthly statement must include 1) the name and billing rate of each attorney and paralegal who worked on the matter; 2) the date each service was performed; 3) a brief description of each service performed; 4) the time spent by each attorney and paralegal on each service performed, to the nearest tenth of one hour; 5) itemized costs; and 6) subtotal of fees and costs billed for the month and total for the matter to date.

Retained counsel will be reimbursed customary costs. When authorized, telephone, photocopy, electronic research, and expedited delivery charges may be billed at the actual net cost to retained counsel or a rate approved in advance by the retaining attorney. Charges for approved travel will be at coach rates and automobile mileage will be reimbursed at the CITY's current rate (reflects IRS).

Costs for the following items will not be reimbursed unless approved in advance by the retaining attorney:

- Electronic research (Lexis, Westlaw, etc.)
- Word processing and photocopying
- Secretarial time
- Secretarial and paralegal overtime
- Express mail and messenger delivery
- Travel time in excess of 3 hours per trip

Bills must be submitted to the attention of the retaining attorney, 17575 Peak Avenue, Morgan Hill, California, 95037, in the form discussed above.

C. Contract

Each retained counsel will be required to execute a consultant agreement in a form acceptable to the CITY.

Retained counsel may not bill in excess of the contracted amount without prior written approval from the City Attorney.

EXHIBIT B
HOURLY BILLING RATES

\$425 - Partners

\$375 -Associates

\$175 - Paralegals

Cost Recovery Matters. BWS will charge its current standard private client rates (as opposed to the public entity client rates provided in this Agreement) for work that is reimbursed by private parties pursuant to litigation, conditions of approval, pass through agreements, or other authorization.

RESOLUTION NO. 25-00_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN EXCEPTION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM 180-DAY WAITING PERIOD TO HIRE RETIRED ANNUITANT DONALD LARKIN

WHEREAS, in compliance with Government Code section 7522.56 the City of Morgan Hill must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Donald Larkin, CalPERS ID# 7791236740 will retire from City of Morgan Hill in the position of City Attorney, effective July 26, 2025; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is January 24, 2026 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council of the City of Morgan Hill, the City of Morgan Hill and Donald Larkin certify that Donald Larkin has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council of the City of Morgan Hill hereby appoints Donald Larkin as an interim appointment retired annuitant to the vacant position of City Attorney for the City of Morgan Hill under Government Code section 21221(h), effective July 27, 2025; and

WHEREAS, an appointment under Government Code section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the current status of this recruitment is scheduled to commence July 23, 2025; and

WHEREAS, this section 21221(h) appointment shall only be made once and therefore will end on June 30, 2026, or once a permanent appointment has been made, whichever is first; and

WHEREAS, the entire employment agreement, contract or appointment document between Donald Larkin and the City of Morgan Hill has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$25,827 and the hourly equivalent is \$149.00 and the minimum base salary for this position is \$23,750 and the hourly equivalent is \$137.00; and

WHEREAS, the hourly rate paid to Donald Larkin will be \$137.00; and

WHEREAS, Donald Larkin has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

NOW, THEREFORE, THE MORGAN HILL CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1. The City of Morgan Hill hereby certifies the nature of the employment of Donald Larkin as described herein and detailed in the attached employment agreement / contract / appointment document and that this appointment is necessary to fill the critically needed position of City Attorney for the City of Morgan Hill by July 27, 2025 because of the critical need to complete City Attorney duties and provide legal guidance on complex policies, issues and projects that requires special expertise and experience to complete.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the ___th day of _____ 2025 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No.25-00_ adopted by the City Council at the meeting held on _____, 2025.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL

DATE: _____

MICHELLE BIGELOW, City Clerk

**CITY OF MORGAN HILL
ELECTED OFFICIALS AND COUNCIL APPOINTED/UNREPRESENTED/EXEMPT EMPLOYEES
SALARY SCHEDULE**

As of: **June 22, 2025**

Job Classification	Bottom of Range Monthly	Annual Minimum	Top of Range Monthly	Annual Maximum
Elected Officials				
Mayor	-	-	\$3,397	\$40,764
Council Members	-	-	\$1,275	\$15,300
City Treasurer	-	-	\$815	\$9,780
Appointed by the City Council				
City Manager	-	-	\$27,434	\$329,209
City Attorney	\$23,750	\$285,000	\$25,827	\$309,927

Compensation for elected officials per City Ordinance No. 1780 and 2351 and Council Resolution No. 5235

CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Chris Ghione, Public Services Director

Dat Nguyen, Finance Director

APPROVED BY: City Manager

APPROVE COMMUNITY FUNDING LEVELS FOR FISCAL YEAR 2025-26 FOR THE REMAINING APPLICATIONS AND RECEIVE COUNCIL DIRECTION TO REVIEW SERVICE PRIORITIES, EVALUATE POTENTIAL REVENUE MEASURES, AND CONDUCT COMMUNITY ENGAGEMENT

RECOMMENDATION(S)

1. Approve funding levels for FY2025-26 Community Funding for the remaining Applications;
2. Provide direction on timing for future Community Funding Application Review;
3. Provide direction on any policy updates to the Community Funding Policy as desired by the City Council; and
4. Receive Council direction to review service priorities, evaluate potential revenue measures, and conduct Community Engagement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community

Preserving our Community History

Enhancing Diversity and Inclusiveness

2024-2025 Strategic Priorities

Fiscal Sustainability

Community Engagement

Healthy Community

REPORT NARRATIVE:

On June 4, 2025, the Morgan Hill City Council reviewed Community Funding Applications as part of the Mid-Cycle Budget Review. At that time, the Council approved funding for five long-term events applications and directed staff to return for additional review of the remaining 14 applications. Additionally, the City Council directed staff to return to further discuss the next steps on budget to ensure long-term fiscal sustainability.

Community Funding

Community Funding Allocations

At the June 4 Council meeting, the Council approved funding for five long-term events which required an additional appropriation of \$44,000 above the FY2025-26 appropriation, which was previously at \$180,000. The events included Friday Night Music Series, Freedom Fest and July 4th Celebration, Holiday Lights Parade and Holiday Tree Lighting, Safe Trick or Treat, and Holiday Tree.

The City Council directed staff to return with 14 remaining applications with various funding scenarios. The Council has the following options available:

- Option 1 – This recommendation is the option to fund organizations that have received funding in the past. This option funds all requests at the same level they received in FY 2024-25, except for the Mushroom Festival, for which a slight increase is recommended based on increased security costs. This option would require an additional appropriation of \$67,086.
- Reduced Percentage – The City Council may choose to reduce the percentage awarded by a simple percentage. Attachment 1 outlines the funding levels for each remaining event if reduced by 10%, 25% and 50% from Option 1. However, the Council could choose to apply any percentage to the reduction as the percentages are listed to provide examples.
- Fund Only Certain Events/Programs – The Council could choose to only fund specific events and programs as desired. This option could be used to reduce costs to the City by eliminating funding provided to the organizations the Council believes may not be advancing the priorities of the Council.
- Provide No Additional Funding – This option may result in many events or programs not occurring.

Community Funding Process Improvements

At the June 4 meeting, the City Council expressed a desire to be able to review the Community Funding Proposals further in advance. The Community Funding Policy (Attachment 2) outlines the process for review of applications. Applications are available in February and due in March per the policy. The policy outlines the review process as:

- a. Applications will be reviewed by the City staff.
- b. Funding applications and details will be included annually in the Budget Development or Mid-Cycle Budget Review process.
- c. The City Manager will make recommendations on funding to the City Council based on established Council priorities and funding constraints.
- d. The City Council shall award and include final funding within the Budget.

The intent of the timing in the Policy was for the Council to be able to review applications and associated Community Funding costs against other City

needs/priorities proposed and included with the budget. Should the Council wish to review the applications ahead of the mid-cycle budget and biennial budget process, the Policy could be updated to include review of applications in April, ahead of the budget process. Should the Council wish to make this change, City staff will return with a revised Policy for Council review and approval. The Council may want to take this opportunity to provide additional direction on updates to the Policy.

Further Considerations

Given the City's current financial constraints, the City Council may wish to consider other short-term actions to support the City's fiscal sustainability. Some options for the Council to consider may include:

- Only accepting Community Funding requests for currently funded programs and events until the City's structural deficit is resolved.
- Only accepting increases in Community Funding requests from currently funded organizations when an increase is in direct relation to cost increases in City fees and requirements for the event.

Should the Council wish to implement these actions or other actions to reduce future increases in funding applications, direction could be given, and the City staff could implement them immediately.

Receive Council Direction to Review Service Priorities, Evaluate Potential Revenue Measures, and Conduct Community Engagement

At the June 4 Mid-Cycle Budget Review, the City Council discussed ongoing structural budget challenges and the need for strategic action to ensure long-term fiscal sustainability. This included a discussion of potential revenue measures ([see link to staff report here](#)).

The Mid-Cycle Budget Review covered the current year, Fiscal Year (FY) 2024-25, as well as the second year of the two-year budget, FY 2025-26. Reviewing service priorities, evaluating potential revenue measures, and conducting community engagement would be done in advance of the next two-year budget cycle for FY 2026-27 and FY 2027-28. Community budget workshops would be held later this calendar year and early next year, leading into the commencement of the work on the next two-year budget cycle.

The City's General Fund reserve currently stands at 55%, which is higher than the City's minimum reserve goal of 15%. While the budget challenges are not new, they have been heightened by economic conditions, including inflation and high interest rates.

The City's ability to provide public safety services, safe roads, youth and senior services, and other amenities to its residents requires a progressive approach to General Fund revenue growth which is derived from property taxes, sales taxes, recreation services, and hotel transient occupancy taxes.

To support the City's economic sustainability, the City's 2017 Economic Blueprint offers a program for economic prosperity through land use planning, policy creation and strategic actions that support Morgan Hill's quality of life. This effort includes short and long-term economic development objectives that support business retention and attraction, and the recruitment of new investments. The focus areas for the Economic Blueprint include Healthcare, Retail, Tourism, and Innovation and Manufacturing. Through this focused approach, the City has been able to attract over 2 million of industrial and commercial development and hundreds of millions in investment in Downtown and throughout the community, leading to current and future tax revenues.

To enhance its revenue tools, the City has updated the Transient Occupancy Tax, established a Tourism Business Improvement District, and created a Downtown Property Based Improvement District, all of which contribute additional revenue to help achieve the City's goals. Ongoing efforts in Economic Development include targeted business attraction to fill the new industrial inventory, marketing and promotions to attract new retailers, and modernizing the City's Zoning and regulations that remove barriers to development.

Fiscal Sustainability Measures Taken

The City has proactively implemented a number of initiatives to ensure fiscal sustainability, including:

- Updated Development Services fee schedule for cost recovery
- Continued conservative spending
- Planning solar project to save approximately \$0.5 million per year
- Strategically freezing vacant positions
- Fully funded Other Post Employment Benefits (OPEB) Plan
- About \$8.2 million allocated to the GF Unfunded Needs since FY20-21:
 - \$2.6 million to Street CIP
 - \$2.5 million to Pension/OPEB
 - \$1.8 million for Public Safety Equipment
 - \$1.3 million for Park Maintenance

Updated General Fund Unfunded Needs:

The updated list of General Fund Unfunded Needs below includes both ongoing needs at today's cost and one-time capital needs:

- **Police – \$1.75 million (ongoing):** Estimated annual cost to fund seven (7) additional officers, aligning with the countywide standard of 1.1 sworn officers per 1,000 residents. Additionally, this amount does not include equipment and potential public safety infrastructure improvements.
- **Fire – \$5 million (one-time):** Estimated cost to replace two fire engines and one ladder truck that have reached end-of-life. The City has set-aside \$1.8 million for this purpose from the prior years' General Budget savings.

- **Public Services – \$2.3 million (ongoing):** Annual cost to adequately maintain streets, parks, storm drain systems, pedestrian safety improvements, and infrastructure repair and replacement. This is in addition to the approximate \$4.4 million in one-time funding needed for sidewalk capital repairs to bring the network up to good condition.

While the list above reflects staff's most recent analysis of General Fund Unfunded Needs, it does not account for future staffing required to keep pace with population growth, nor does it include additional administrative staff needed to adequately provide general and support services. Upon direction by City Council to proceed with recommended next steps, staff will refine the list.

Budget Gap and Program Impact

To close the approximate \$4 million annual structural deficit and address General Fund Unfunded Needs, the City would need to consider significant service reductions in the absence of new revenue.

Potential areas to review possible reduction/elimination of services include: public safety, economic development, recreation, and other staffing. These options, while illustrative, would result in far-reaching detrimental effects and should be vetted through a robust community engagement process, and City Council review and discussion, for input and a clear understanding of the consequences. In addition to these items, staff will review other cost saving areas including fire station staffing options, adjusting recreation programs to maximize cost recovery, and renegotiating contracts with the County and other agencies/businesses.

Next Steps

Receive Council direction to review service priorities, evaluate potential revenue measures, and conduct Community Engagement.

COMMUNITY ENGAGEMENT:

Involve

On June 4, 2025, the City Council conducted the Mid-Cycle Budget Review.

The biennial budget was adopted on June 19, 2024, following a budget workshop and public hearing.

- May 3, 2024 Recommended Budget Released to the Community and City Council
- May 10, 2024 City Booth at Open Streets
- May 15, 2024 Recommended Budget Presented to the City Council
- May 22, 2024 Budget Workshop
- June 13, 2024 Recommended Budget Presented to the Economic Development Committee of the Chamber of Commerce

ALTERNATIVE ACTIONS:

The City Council may choose to provide alternate direction to City staff on any next steps.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

This is the continuation of the Mid-Cycle Budget Review on June 4, 2025.

FISCAL AND RESOURCE IMPACT:

Any funding allocated for Community Funding through this item will be appropriated from the General Fund Reserve.

CEQA (California Environmental Quality Act):

Not a Project

Since the resulting activity is an administrative program that will not result in a change to the physical environment, this action is not a project under the California Environmental Quality Act.

FY25-26 Community Funding Requests and Funding Options

Organization Name	Event/Program Name (Hyperlink to Event)	Event Date	How will funds be used?	FY 25-26 Request	FY 24-25 Allocation	Option 1 - Remaining Applications	Option 2 - 10% Reduced	Option 3 - 25% Reduced	Option 4 - 50% Reduced	Primary Funding Type	New Event Y/N	Years Receiving Funding	Notes
Chabad Jewish Center	Morgan Hill Chanukah Celebration	12/14/2025	Funds will be used to assist with paying the city fees and permits, band, entertainer, crafts, and food	5,000	2,500	2,500	2,250	1,875	1,250	Fee Waiver/ Funding	No	3+	
Circle of Giving Seva Foundation	Back to School Drive	7/19/2025	The Foundation will organize a Back to School drive providing back packs and supplies to those in need	9,500	2,000	2,000	1,800	1,500	1,000	Funding	No	3+	
Envision Your Pathway	EYPowerment Day	7/15/2025	Funding for event expenses, rental costs for the CCC, workshops materials, and food/drinks for attendees	7,500	0	0	0	0	0	Fee Waiver/ Funding	Yes	0	New event not recommended for funding.
Sentinel Soccer/Grumaza	2025 Fiestas Patrias	9/14/2025	For park rental, insurance, stage rental, portable restrooms, entertainment, and event advertising	4,500	3,500	3,500	3,150	2,625	1,750	Funding/ Fee Waiver	No	3+	
Healthier Kids Foundation	VisionFirst, HearingFirst, DentalFirst	Ongoing	Funding will be used for vision, dental, and hearing; as well as the care coordination for children	42,000	26,000	26,000	23,400	19,500	13,000	Funding	No	12+	
Indian Association of South Santa Clara County	Diwali Gala	11/1/2025	Stage & Decor Rental, Tables/Chairs Rental, Table Cloths rental, Trophies for participating children	5,000	2,500	2,500	2,250	1,875	1,250	Fee Waiver/ Funding	No	3+	
LATI	LATI	10/11/2025	Amphitheater and Room Rentals	3,480	3,480	3,480	3,132	2,610	1,740	Fee Waiver	No	3+	
Morgan Hill Community Foundation	Philanthropy Night Awards Gala	11/14/2025	Funds will be used to cover rental expenses for the event facility and security guards	4,528	4,528	4,528	4,075	3,396	2,264	Fee Waiver	No	7+	
Morgan Hill Historical Society	Founders Dinner	9/19/2025	Funds will cover space rental, caterer, printing and mailing expenses for the event	5,000	2,624	2,624	2,362	1,968	1,312	Fee Waiver/ Funding	No	3+	
Morgan Hill Historical Society	History Makers Film	12/14/2025	Playhouse and security costs, reception and beverage/light bites, media ad, publicity, and printing	1,354	504	504	454	378	252	Fee Waiver/ Funding	No	3+	
Mushroom Mardi Gras Inc	Morgan Hill Mushroom Festival	5/23 and 5/24/26	Facility rental fees at the CCC - 15,000	15,000	8,025	11,500	10,350	8,625	5,750	Fee Waiver	No	2+	June 4 Option 1 included slight increase due to increased security costs.
Morgan Hill Community Foundation	Morgan Hill Open Studios	10/25 and 10/26/25	Design and print of brochures	2,500	1,250	1,250	1,125	938	625	Funding	No	2+	
Poppy Jasper International Film Festival	Poppy Jasper International Film Festival	4/9-4/16	Playhouse rental and banners for DT	7,500	3,700	3,700	3,330	2,775	1,850	Fee Waiver/ Funding	No	2+	
South Valley Civic Theater	SVCT Summer Camp	7/6-7/18	Rental fee of facility and royalty fees, food, supplies	5,000	3,000	3,000	2,700	2,250	1,500	Funding	No	6+	
Additional Appropriation Necessary to Provide Funding				\$117,862		\$67,086	\$60,377	\$50,315	\$33,543				

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-21-02

SUBJECT: CITY COUNCIL FUNDING REQUESTS

EFFECTIVE DATE: NOVEMBER 3, 2021

REVISED DATE: NA

ORIGINATING DEPARTMENT: COMMUNITY SERVICES DEPARTMENT

Purpose

The purpose of this policy is to establish a process for community organizations to request funding to support fee waivers, event sponsorship, and other funding requests from the City Council. The policy is intended to allow the City Council to fully evaluate all funding requests at one time along with budget appropriation.


Policy

1. Applicant Criteria
 - a. The organization requesting funding must be a nonprofit.
 - b. The program, event, or activity provides a direct benefit to the Morgan Hill community.
 - c. Programs in alignment with the City Council's Goals and Priorities shall be given priority. City Council priorities are established by the City Council in January of each year.
 - d. Each organization must submit an inclusivity statement describing how the organization and/or the proposed activity is inclusive of the entire community.
 - e. Existing programs and events may be given priority.
2. Application Availability and Deadline
 - a. Applications for the next Fiscal Year (July-June) will be available on the City's website annually in February.
 - b. Completed applications will be due annually in March.
3. Review and Approval Process
 - a. Applications will be reviewed by the City staff.
 - b. Funding applications and details will be included annually in the Budget Development or Mid-Cycle Budget Review process.
 - c. The City Manager will make recommendations on funding to the City Council based on established Council priorities and funding constraints.
 - d. The City Council shall award and include final funding within the Budget.
4. Reporting Requirements

- a. Within thirty days following the conclusion of the funded activity, the organization must submit a report to the City reporting out pertinent information related to the activity. For ongoing activities, an annual report must be submitted by July 30 for the prior fiscal year.
 - b. The report shall include a record of the use of City funds and statistics and information that provides details on the activity's impact to the community.
5. Late Requests
- a. Requests received after the deadline shall not be accepted by City staff.
6. Council Member Initiated Event and Fee Waiver Requests
- a. A member of the City Council may request a fee waiver or funding be provided for an event by applying with the above application process by the March deadline.
 - b. All Council Member initiated requests occurring after the March deadline must be provided to the City Manager 90 days in advance of the event to allow sufficient time to bring to City Council for approval.
 - c. The City Staff shall prepare a report for the City Council for approval of any Council Member initiated requests.

This policy shall remain in effect until modified by the City Council.

APPROVED:

DocuSigned by:

02EAE5B057884E7

RICH CONSTANTINE, MAYOR

From: [Chris Ghione](#)
To: [Michelle Bigelow](#); [Kim Mancera](#)
Subject: FW: [EXTERNAL] FUNDING REQUEST FOR MH 2025 FIESTAS PATRIAS
Date: Wednesday, June 11, 2025 4:01:44 PM

Public Comment for Community Funding Item next week.

From: Ernesto Gomez Cruz <grumasa37@gmail.com>
Sent: Wednesday, June 11, 2025 1:50 PM
To: Chris Ghione <Chris.Ghione@morganhill.ca.gov>; Nichole Parker <Nichole.Parker@morganhill.ca.gov>
Subject: [EXTERNAL] FUNDING REQUEST FOR MH 2025 FIESTAS PATRIAS

Dear Mayor Turner, City Council, and City Manager,

Thank you for giving the Morgan Hill Sentinel Soccer Club/Grumasa the opportunity to provide information on how reduced funding would affect our event- Morgan Hill 2025 Fiesta Patrias Celebration. We requested \$4,500 and the City recommended funding for \$3,500.

After covering essential expenses such as the special event permit fee, park rental fee, and event insurance, paid to the City of Morgan Hill, our remaining budget is approximately \$2,500. These limited funds must cover all other critical elements of the event, including rental of a stage, two portable restrooms, and to secure appropriate entertainment- Youth Mariachis, two live bands, folkloric dancers, and other local entertainers. Most of the third parties who provide the critical elements already provide a substantial reduction in their fees. For example, we pay \$700 for a stage which normally would go for \$1,500-\$2,000. All of the entertainment groups (live bands, mariachi groups, and others), are already providing a deep discount in their fees in support of the event. Their willingness to do so reflects a shared commitment to celebrating our community's diverse cultural heritage.

The participating vendors and performers recognize the value of this event as more than just a business or performance opportunity—for them it reflects a chance to contribute meaningfully to a cultural celebration that brings people together, fosters understanding, and builds a stronger sense of community. Their reduced rates are a form of in-kind contribution that significantly helps us stretch our limited budget while still offering high-quality entertainment to the public. We are deeply appreciative of their support, which plays a vital role in keeping this event both vibrant and accessible.

Any reduction in grant funding would significantly compromise our ability to deliver a successful event. With such a narrow margin, even a modest cut would force us to scale back or eliminate key components, directly impacting the quality, safety, and overall experience for attendees.

This event plays an important role in building community engagement and offering accessible public programming. We are committed to delivering a meaningful experience, but without adequate funding, that becomes increasingly difficult.

Regards,

Ernesto Gomez

ReplyForward

Add reaction



WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

Community Funding Review Request
Morgan Hill Historical Society – 2025 History Makers Film Debut
Community Playhouse

Thanks for the work and care the city team puts into the Community Grant process and appreciate the Council's consideration. Our funding request is for a debut screening and reception for *Women of the Land: Sada Coe's Story* (12/14 at the Community Playhouse). These funds are essential to our ability to put on this free Morgan Hill event open to all community members. cs

The cost of development, production and online archival of our films (both the *History Makers* and the *Stories from the Past* series) is separately funded by grants and sponsorships secured by myself and Robin Shepherd. The funds we raise cover a film director, a cameraman, a film editor, a sound/lighting assistant, on-location film permits, voice talent, aerial photography, and graphic design/printing services.

We create two films per year and promote them online and at local screening events. These events are very popular, providing our community with knowledge of local history while fostering a sense of community fellowship and pride. Following their debut, all films are freely viewable online. To date, we've created a growing video library of nearly 15 films preserving local history. I thought this background information might be helpful as you considering further evaluation of our grant request.

Thank you,
Robin Shepherd, Director/Producer
Kathy Sullivan, Executive Producer
Roger Knopf, President

[History Makers](#)
[Stories from the Past](#)

**Community Funding Review Request
Morgan Hill Historical Society – 2025 Founders Dinner
Community & Cultural Center – Hiram Room & Kitchen**

The Historical Society appreciates the Council’s consideration for our Community Grant Funding request and applauds City staff for all their work.

The requested funds are critical to minimizing the costs of this very popular community event which honors long-term residents and their contributions to the history of our community. A significant cost factor is the complimentary tickets provided for long-term residents (estimate of 45) who have lived in and contributed to our community for 70+ years. An estimated expense of \$4,500. A loss or reduction in funding would mean the likelihood that we would have to cancel this benefit making it likely that some are unable to attend. Saving on the facility rental expense would mean a major contribution in keeping this benefit to those who have made significant contributions to our community.

Facility rental and security guard costs for this event total \$3,826. For the past few years waiving these fees has made this event more affordable for our senior attendees and promotes attendance by the broader community to celebrate this “historical” event.

Expense estimate: \$23,326

Facility rental \$3,250

Security Guards - 3@ \$48/hour for 4 hours each = \$576

Catering cost estimate – waiting for final quote, 200 @ \$70 = \$14,000

Includes linens and place settings

Complimentary attendees, estimate 45 @ \$100 each = \$4,500

Printing, publicity & other expenses = \$1,000

Income estimate: \$20,000

Estimate 150 paying attendees @ \$100 = 15,000. Hope to hold this cost.

Thank you,

Kathy Devine & Margo Hinnenkamp, Event Co-chairs

Roger Knopf, President

CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Keri Russell, Maintenance Manager

APPROVED BY: City Manager

ADOPT RESOLUTION ORDERING ANNUAL ASSESSMENTS AND RELATED ACTIONS FOR CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1 (DISTRICT)

RECOMMENDATION(S)

1. Open and close the public hearing; and
2. Adopt resolution confirming Fiscal Year (FY) 2025-26 annual assessments and ordering the levy of assessments for the District.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

The City of Morgan Hill Landscape Assessment District No. 1 (District) was created to pay for the maintenance of the parks and common landscaping in neighborhoods benefiting from the open space within the District. The purpose of this item is to:

1. Provide an opportunity for public input;
2. Confirm the FY 2025-26 Assessments; and
3. Order the levy of the Assessments.

Per California Streets and Highways code Sections 22623 to 22631, the Annual Report (Attachment 1) is required to set the annual assessments in the District. In addition to approving the report on May 21, 2025, the Council declared its intent to levy assessments in the District and established June 18, 2025 as the date of the official public hearing.

COMMUNITY ENGAGEMENT:

Collaborate

Ongoing resident outreach is occurring in several of the subareas and City staff are striving to increase the resident outreach to others. Some areas have more active homeowners groups that work with City staff in planning maintenance projects for their subareas, while residents of other subareas are less engaged. In recent years, City staff have successfully developed relationships with resident groups in several areas. Staff are closely working with subareas with active resident groups on the ongoing maintenance and budgets for their subareas. Although outreach with residents is typically positive, not all residents are satisfied with the service being provided within their subarea. This dissatisfaction is often due to limitations of funding available to the subarea without an associated increase in assessment.

Staff is recommending increases to the assessment for Llagas Creek subarea. Staff have had a resident meeting with Llagas Creek to discuss the increase.

ALTERNATIVE ACTIONS:

There is no other practical alternative action. The City Council could choose to provide staff with further direction on management of the District.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In 1991, the City Council, under the Landscaping and Lighting Act of 1972, created the Fox Hollow/Murphy Springs Landscape Assessment District, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. In May 2011, reserve targets for each subarea were established by the Council.

On May 21, 2025, the City Council initiated the annual assessment process and approved the Engineer's Annual Report, for FY 2025-26. In addition to approving the report, the Council declared its intent to levy assessments in the District and established June 18, 2025 as the date of the official public hearing.

FISCAL AND RESOURCE IMPACT:

The cost for preparation of the Engineer's Annual Report will be paid for by the Landscape Assessment District Fund (229). It is anticipated that the District will generate \$213,451 in revenues in Fiscal Year 2025-26. Expenses are budgeted at \$214,926 meaning that overall; the District's reserves are projected to be reduced by \$1,475 in the upcoming fiscal year. Providing administrative oversight to the District is a core activity of the Public Services Department's work program.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of the subareas within the lighting and landscape assessment district fall within the CEQA categorical exemption of Class 1, Existing Facilities.

CITY OF MORGAN HILL

Fiscal Year 2025/26 Engineer's Report For:

Landscape Assessment District No. 1

April 2025

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

CITY OF MORGAN HILL
17575 Peak Avenue
Morgan Hill, CA 95037-4128
Phone: (408) 779-7271
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CITY COUNCIL

Mark Turner, Mayor

Yvonne Martinez Beltran, Mayor Pro Tem

Soraida Iwanaga, Council Member

Marilyn Librers, Council Member

Miriam Vega, Council Member

CITY STAFF

Christina Turner, City Manager

Chris Ghione, Public Services Director

Dat Nguyen, Finance Director

Keri Russell, Maintenance Manager

NBS

Melissa Ellico, Administrator

Darrylanne Zarate, Project Manager

Greg Davidson, Client Service Director

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1. EXECUTIVE SUMMARY

WHEREAS, the City Council of the City of Morgan Hill (the “City”), State of California, directed NBS to prepare and file a report, in accordance with Chapter 1, Article 4 of the Landscaping and Lighting Act of 1972 (the “Act”), presenting the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City’s Landscape Assessment District No. 1 (the “District”) for Fiscal Year 2025/26. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The proposed assessments are not proposed to increase by more than the approved maximum allowable increases.

NOW THEREFORE, assessments have been levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

Zone	Units	FY 2025/26 Maximum Assessment Rate	FY 2025/26 Actual Assessment Rate	Total Assessment ⁽¹⁾
Belle Estates	36	\$502.22	\$310.00	\$11,160.00
Chang/Bertelone	8	1,215.00	550.00	4,400.00
Conte Gardens	11	477.82	365.00	4,015.00
Diana Estates	64	139.39	139.39	8,920.96
Fox Hollow ⁽²⁾	75	254.84	173.53	13,014.75
Hamilton Square	38	425.54	425.00	16,150.00
Jackson Meadows #6	70	108.10	108.00	7,560.00
Jackson Meadows #7	10	314.58	100.00	1,000.00
La Grande Estates	32	88.00	88.00	2,816.00
Lacrosse/Gera	24	142.99	50.00	1,200.00
Llagas Creek ⁽²⁾	71	343.16	343.00	24,353.00
Llagas/Obata	5	629.16	450.00	2,250.00
Mill Creek ^(2,4)	84	330.39	285.00	23,940.00
Oak Creek I, II, III	119	453.82	425.00	50,575.00
Parsons Corner ⁽³⁾		NOT APPLICABLE		
Rose Haven	27	488.47	400.00	10,800.00
Sandalwood ⁽⁴⁾	11	450.00	450.00	4,950.00
Sparhawk ^(2, 4)	18	515.00	500.00	9,000.00
Stone Creek ⁽²⁾	35	570.47	388.46	13,596.10
Sunnyside/Stonegate ⁽²⁾	10	836.01	375.00	3,750.00
Totals:	748			\$213,450.81

(1) Actual amount placed on secured tax roll may be less due to Santa Clara County submittal requirements. Amounts placed on the tax roll must be rounded down to an even number.

(2) Maximum Assessment Rate increases by 3% annually.

(3) Detachment of Parsons Corner Zone was approved in April 2019.

(4) Includes increased maximum assessment rate approved by property owners in June 2024.



2. OVERVIEW

2.1 Introduction

In 1991, the City Council created the Fox Hollow/Murphy Springs Landscape Assessment District, under the Act, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. The District was formed in order to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District. Following the initial formation, additional territory was annexed to the District as separate Zones. Currently, the District is comprised of 19 Zones (which decreased from 20 as a result of property owners within Parsons Corner electing to detach from the District in April 2019).

The District provides for and ensures the continued maintenance, servicing, administration, and operation of various landscaping improvements and associated appurtenances located within the public right-of-way and dedicated easements within the boundaries of the District.

2.2 Description of Boundaries

Exhibits from the Engineer’s Report at the formation of the District define the boundaries and maintenance areas of each Zone within the District. These exhibits are on file and available for review at the Office of the City Engineer and, in conjunction with the County of Santa Clara (the “County”) Assessor's maps of the areas annexed, comprise the assessment diagrams for the respective annexations. The Assessor's maps are on file in the office of the County Assessor and are, by reference, made a part of this Report.

2.3 Description of Improvements and Services

The improvements include the construction, operation, maintenance, and servicing of landscaping and appurtenant facilities; including, but not limited to, personnel, electrical energy, utilities such as water and gas, materials, contracting services, and other items necessary for the satisfactory operation of the following services:

“Landscape improvements provided within the District may include, but are not limited to: ground cover, shrubs, plants and trees, irrigation and drainage systems, graffiti removal, entry monuments, and associated appurtenant facilities. Services provided include all necessary service, operations, administration, and maintenance required to keep the above-mentioned improvements in a healthy, vigorous, and satisfactory condition.”

Reference is made to the Plans and Specifications for the improvements, which is on file with the City.

3. ESTIMATE OF COSTS

3.1 Definitions of Budget Items

The following definitions describe some of the services and costs that may be included in the Zone budgets:

Direct Expenses

Maintenance: Includes all regularly scheduled labor, material (i.e. pipe, fertilizer, insecticides, paint, etc.) and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

Extra Contract Costs: Includes all labor, equipment, and material costs associated with unscheduled repairs and improvements needed to ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

Water/Sewer: Includes the furnishing of water required for the operation and maintenance of the landscaping facilities.

Electricity Costs: Includes the furnishing of electricity required for irrigation systems for the operation and maintenance of the landscaping facilities.

Other Supplies: Includes costs that are generally unforeseen and not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism, storms, heavy frost, etc. Also included may be planned upgrades that provide a direct benefit to the District. These upgrades could include replacing plant materials and/or renovation of irrigation systems.

Administrative Expenses

Salaries: Includes the cost to particular departments and staff of the City to provide the coordination of District services, operations, and maintenance of the improvements, response to public concerns and education, and procedures associated with the levy and collection of assessments.

Postage/Advertising: Includes the cost of providing any mailed notice to the property owners and publishing and posting the Resolution of Intention as required by the Act.

Internal Services: Includes overhead costs allocated to the District for various City staff services.

Administrative/Engineering Contract: Includes the costs associated with contracting with professionals to provide services specific to the administration of the levy.

Contingency/Capital Replacement Fund Balance (Reduction)/Reserve

Positive amounts are collected for various reasons that include, but are not limited to, any or all of the following:

- To maintain reserves which enable the City to pay for costs associated with the District during the first six months of the fiscal year,

Contingency/Capital Replacement Fund Balance (Reduction)/Reserve (continued)

- To reduce the current fund balance deficit (if any) that exists as of the beginning of the fiscal year, and
- To plan for the replacement of capital improvements in the future.

3.2 Zone Budgets

The estimated costs of servicing, maintaining, repairing, and replacing the actual improvements for each Zone for Fiscal Year 2025/26 are shown on the following pages.

**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Belle Estates
DIRECT EXPENSES	
Maintenance	\$6,150.00
Extra Contract Costs	1,000.00
Water/Sewer	3,360.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$10,510.00
 ADMINISTRATIVE EXPENSES	
Salaries	\$1,289.93
Postage/Advertising	10.03
Internal Services	916.78
Administrative/Engineering Contract	415.76
Subtotal Administrative Expenses	\$2,632.50
 SUBTOTAL ZONE COST	\$13,142.50
Fund Balance (Reduction)/Reserve	(1,982.50)
 TOTAL BALANCE TO LEVY	\$11,160.00
Number of Assessable Units	36
Assessment Rate per Unit	\$310.00
Estimated Beginning Fund Balance July 1, 2025	\$10,245.55
Fund Balance Change	(1,982.50)
Estimated Ending Fund Balance June 30, 2026	\$8,263.05



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Chang / Bertelone
DIRECT EXPENSES	
Maintenance	\$3,198.00
Extra Contract Costs	0.00
Water/Sewer	1,100.00
Electricity Costs	0.00
Other Supplies	400.00
Subtotal Direct Expenses	\$4,698.00
 ADMINISTRATIVE EXPENSES	
Salaries	\$286.65
Postage/Advertising	2.23
Internal Services	203.73
Administrative/Engineering Contract	92.39
Subtotal Administrative Expenses	\$585.00
SUBTOTAL ZONE COST	\$5,283.00
Fund Balance (Reduction)/Reserve	(883.00)
TOTAL BALANCE TO LEVY	\$4,400.00
Number of Assessable Units	8
Assessment Rate per Unit	\$550.00
Estimated Beginning Fund Balance July 1, 2025	\$12,227.53
Fund Balance Change	(883.00)
Estimated Ending Fund Balance June 30, 2026	\$11,344.53



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Conte Gardens
DIRECT EXPENSES	
Maintenance	\$0.00
Extra Contract Costs	1,000.00
Water/Sewer	2,900.00
Electricity Costs	247.20
Other Supplies	500.00
Subtotal Direct Expenses	\$4,647.20
 ADMINISTRATIVE EXPENSES	
Salaries	\$394.14
Postage/Advertising	3.06
Internal Services	280.13
Administrative/Engineering Contract	127.04
Subtotal Administrative Expenses	\$804.37
 SUBTOTAL ZONE COST	\$5,451.57
Fund Balance (Reduction)/Reserve	(1,436.57)
 TOTAL BALANCE TO LEVY	\$4,015.00
Number of Assessable Units	11
Assessment Rate per Unit	\$365.00
Estimated Beginning Fund Balance July 1, 2025	\$12,684.19
Fund Balance Change	(1,436.57)
Estimated Ending Fund Balance June 30, 2026	\$11,247.62



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Diana Estates
DIRECT EXPENSES	
Maintenance	\$3,690.00
Extra Contract Costs	500.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$4,190.00
 ADMINISTRATIVE EXPENSES	
Salaries	\$2,293.20
Postage/Advertising	17.83
Internal Services	1,629.83
Administrative/Engineering Contract	739.13
Subtotal Administrative Expenses	\$4,679.99
 SUBTOTAL ZONE COST	\$8,869.99
Fund Balance (Reduction)/Reserve	50.97
 TOTAL BALANCE TO LEVY	\$8,920.96
Number of Assessable Units	64
Assessment Rate per Unit	\$139.39
Estimated Beginning Fund Balance July 1, 2025	\$7,873.66
Fund Balance Change	50.97
Estimated Ending Fund Balance June 30, 2026	\$7,924.63



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Fox Hollow
DIRECT EXPENSES	
Maintenance	\$3,837.60
Extra Contract Costs	1,000.00
Water/Sewer	4,500.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$9,337.60
 ADMINISTRATIVE EXPENSES	
Salaries	\$2,687.34
Postage/Advertising	20.89
Internal Services	1,909.95
Administrative/Engineering Contract	866.17
Subtotal Administrative Expenses	\$5,484.35
 SUBTOTAL ZONE COST	\$14,821.95
Fund Balance (Reduction)/Reserve	(1,807.20)
 TOTAL BALANCE TO LEVY	\$13,014.75
Number of Assessable Units	75
Assessment Rate per Unit	\$173.53
Estimated Beginning Fund Balance July 1, 2025	\$13,664.77
Fund Balance Change	(1,807.20)
Estimated Ending Fund Balance June 30, 2026	\$11,857.57



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Hamilton Square
DIRECT EXPENSES	
Maintenance	\$7,182.19
Extra Contract Costs	0.00
Water/Sewer	4,882.50
Electricity Costs	247.50
Other Supplies	1,000.00
Subtotal Direct Expenses	\$13,312.19
 ADMINISTRATIVE EXPENSES	
Salaries	\$1,361.59
Postage/Advertising	10.58
Internal Services	967.71
Administrative/Engineering Contract	438.86
Subtotal Administrative Expenses	\$2,778.74
SUBTOTAL ZONE COST	\$16,090.93
Fund Balance (Reduction)/Reserve	59.07
TOTAL BALANCE TO LEVY	\$16,150.00
Number of Assessable Units	38
Assessment Rate per Unit	\$425.00
Estimated Beginning Fund Balance July 1, 2025	\$6,138.95
Fund Balance Change	59.07
Estimated Ending Fund Balance June 30, 2026	\$6,198.02



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Jackson Meadows #6
DIRECT EXPENSES	
Maintenance	\$1,040.24
Extra Contract Costs	1,400.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$2,440.24
 ADMINISTRATIVE EXPENSES	
Salaries	\$2,508.19
Postage/Advertising	19.50
Internal Services	1,782.62
Administrative/Engineering Contract	808.42
Subtotal Administrative Expenses	\$5,118.73
 SUBTOTAL ZONE COST	 \$7,558.97
Fund Balance (Reduction)/Reserve	1.03
 TOTAL BALANCE TO LEVY	 \$7,560.00
Number of Assessable Units	70
Assessment Rate per Unit	\$108.00
Estimated Beginning Fund Balance July 1, 2025	\$432.89
Fund Balance Change	1.03
Estimated Ending Fund Balance June 30, 2026	\$433.92



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Jackson Meadows #7
DIRECT EXPENSES	
Maintenance	\$1,092.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$1,092.00
 ADMINISTRATIVE EXPENSES	
Salaries	\$358.31
Postage/Advertising	2.79
Internal Services	254.66
Administrative/Engineering Contract	115.49
Subtotal Administrative Expenses	\$731.25
SUBTOTAL ZONE COST	\$1,823.25
Fund Balance (Reduction)/Reserve	(823.25)
TOTAL BALANCE TO LEVY	\$1,000.00
Number of Assessable Units	10
Assessment Rate per Unit	\$100.00
Estimated Beginning Fund Balance July 1, 2025	\$2,342.33
Fund Balance Change	(823.25)
Estimated Ending Fund Balance June 30, 2026	\$1,519.08



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	La Grande Estates
DIRECT EXPENSES	
Maintenance	\$0.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$0.00
 ADMINISTRATIVE EXPENSES	
Salaries	\$1,146.60
Postage/Advertising	8.91
Internal Services	814.91
Administrative/Engineering Contract	369.57
Subtotal Administrative Expenses	\$2,339.99
SUBTOTAL ZONE COST	\$2,339.99
Fund Balance (Reduction)/Reserve	476.01
TOTAL BALANCE TO LEVY	\$2,816.00
Number of Assessable Units	32
Assessment Rate per Unit	\$88.00
Estimated Beginning Fund Balance July 1, 2025	(\$6,996.20)
Fund Balance Change	476.01
Estimated Ending Fund Balance June 30, 2026	(\$6,520.19)



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Lacrosse/Gera
DIRECT EXPENSES	
Maintenance	\$1,092.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$1,092.00
 ADMINISTRATIVE EXPENSES	
Salaries	\$429.98
Postage/Advertising	3.34
Internal Services	305.59
Administrative/Engineering Contract	138.59
Subtotal Administrative Expenses	\$877.50
 SUBTOTAL ZONE COST	\$1,969.50
Fund Balance (Reduction)/Reserve	(769.50)
 TOTAL BALANCE TO LEVY	\$1,200.00
Number of Assessable Units	24
Assessment Rate per Unit	\$50.00
Estimated Beginning Fund Balance July 1, 2025	\$1,116.46
Fund Balance Change	(769.50)
Estimated Ending Fund Balance June 30, 2026	\$346.96



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Llagas Creek
DIRECT EXPENSES	
Maintenance	\$4,870.80
Extra Contract Costs	6,000.00
Water/Sewer	4,500.00
Electricity Costs	0.00
Other Supplies	500.00
Subtotal Direct Expenses	\$15,870.80
 ADMINISTRATIVE EXPENSES	
Salaries	\$2,544.02
Postage/Advertising	19.78
Internal Services	1,808.09
Administrative/Engineering Contract	819.97
Subtotal Administrative Expenses	\$5,191.86
 SUBTOTAL ZONE COST	 \$21,062.66
Fund Balance (Reduction)/Reserve	3,290.34
 TOTAL BALANCE TO LEVY	 \$24,353.00
Number of Assessable Units	71
Assessment Rate per Unit	\$343.00
Estimated Beginning Fund Balance July 1, 2025	\$10,076.18
Fund Balance Change	3,290.34
Estimated Ending Fund Balance June 30, 2026	\$13,366.52



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Llagas/Obata
DIRECT EXPENSES	
Maintenance	\$1,795.80
Extra Contract Costs	0.00
Water/Sewer	275.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$2,070.80
 ADMINISTRATIVE EXPENSES	
Salaries	\$179.16
Postage/Advertising	1.39
Internal Services	127.33
Administrative/Engineering Contract	57.74
Subtotal Administrative Expenses	\$365.62
SUBTOTAL ZONE COST	\$2,436.42
Fund Balance (Reduction)/Reserve	(186.42)
TOTAL BALANCE TO LEVY	\$2,250.00
Number of Assessable Units	5
Assessment Rate per Unit	\$450.00
Estimated Beginning Fund Balance July 1, 2025	\$1,039.16
Fund Balance Change	(186.42)
Estimated Ending Fund Balance June 30, 2026	\$852.74



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Mill Creek
DIRECT EXPENSES	
Maintenance	\$10,402.43
Extra Contract Costs	500.00
Water/Sewer	5,000.00
Electricity Costs	264.60
Other Supplies	1,000.00
Subtotal Direct Expenses	\$17,167.03
 ADMINISTRATIVE EXPENSES	
Salaries	\$3,009.83
Postage/Advertising	23.40
Internal Services	2,139.15
Administrative/Engineering Contract	970.11
Subtotal Administrative Expenses	\$6,142.49
 SUBTOTAL ZONE COST	\$23,309.52
Fund Balance (Reduction)/Reserve	630.48
 TOTAL BALANCE TO LEVY	\$23,940.00
Number of Assessable Units	84
Assessment Rate per Unit	\$285.00
Estimated Beginning Fund Balance July 1, 2025	\$14,569.04
Fund Balance Change	630.48
Estimated Ending Fund Balance June 30, 2026	\$15,199.52



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Oak Creek I, II, III
DIRECT EXPENSES	
Maintenance	\$16,643.90
Extra Contract Costs	6,000.00
Water/Sewer	15,750.00
Electricity Costs	3,700.00
Other Supplies	1,000.00
Subtotal Direct Expenses	\$43,093.90
 ADMINISTRATIVE EXPENSES	
Salaries	\$4,263.92
Postage/Advertising	33.15
Internal Services	3,030.46
Administrative/Engineering Contract	1,374.32
Subtotal Administrative Expenses	\$8,701.85
 SUBTOTAL ZONE COST	\$51,795.75
Fund Balance (Reduction)/Reserve	(1,220.75)
 TOTAL BALANCE TO LEVY	\$50,575.00
Number of Assessable Units	119
Assessment Rate per Unit	\$425.00
Estimated Beginning Fund Balance July 1, 2025	\$36,410.83
Fund Balance Change	(1,220.75)
Estimated Ending Fund Balance June 30, 2026	\$35,190.08



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Rose Haven
DIRECT EXPENSES	
Maintenance	\$8,321.95
Extra Contract Costs	500.00
Water/Sewer	1,102.50
Electricity Costs	283.50
Other Supplies	400.00
Subtotal Direct Expenses	\$10,607.95
 ADMINISTRATIVE EXPENSES	
Salaries	\$967.44
Postage/Advertising	7.52
Internal Services	687.58
Administrative/Engineering Contract	311.82
Subtotal Administrative Expenses	\$1,974.36
 SUBTOTAL ZONE COST	\$12,582.31
Fund Balance (Reduction)/Reserve	(1,782.31)
 TOTAL BALANCE TO LEVY	\$10,800.00
Number of Assessable Units	27
Assessment Rate per Unit	\$400.00
Estimated Beginning Fund Balance July 1, 2025	\$19,571.89
Fund Balance Change	(1,782.31)
Estimated Ending Fund Balance June 30, 2026	\$17,789.58



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Sandalwood
DIRECT EXPENSES	
Maintenance	\$1,795.80
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$1,795.80
 ADMINISTRATIVE EXPENSES	
Salaries	\$394.14
Postage/Advertising	3.06
Internal Services	280.13
Administrative/Engineering Contract	127.04
Subtotal Administrative Expenses	\$804.37
 SUBTOTAL ZONE COST	\$2,600.17
Fund Balance (Reduction)/Reserve	2,349.83
 TOTAL BALANCE TO LEVY	\$4,950.00
Number of Assessable Units	11
Assessment Rate per Unit	\$450.00
Estimated Beginning Fund Balance July 1, 2025	\$16,757.59
Fund Balance Change	2,349.83
Estimated Ending Fund Balance June 30, 2026	\$19,107.42



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Sparhawk
DIRECT EXPENSES	
Maintenance	\$2,300.10
Extra Contract Costs	500.00
Water/Sewer	2,100.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$4,900.10
 ADMINISTRATIVE EXPENSES	
Salaries	\$644.96
Postage/Advertising	5.01
Internal Services	458.39
Administrative/Engineering Contract	207.88
Subtotal Administrative Expenses	\$1,316.24
 SUBTOTAL ZONE COST	\$6,216.34
Fund Balance (Reduction)/Reserve	2,783.66
 TOTAL BALANCE TO LEVY	\$9,000.00
Number of Assessable Units	18
Assessment Rate per Unit	\$500.00
Estimated Beginning Fund Balance July 1, 2025	\$3,662.81
Fund Balance Change	2,783.66
Estimated Ending Fund Balance June 30, 2026	\$6,446.47



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Stone Creek
DIRECT EXPENSES	
Maintenance	\$6,150.00
Extra Contract Costs	1,500.00
Water/Sewer	3,750.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$11,400.00
 ADMINISTRATIVE EXPENSES	
Salaries	\$1,254.09
Postage/Advertising	9.75
Internal Services	891.31
Administrative/Engineering Contract	404.21
Subtotal Administrative Expenses	\$2,559.36
 SUBTOTAL ZONE COST	 \$13,959.36
Fund Balance (Reduction)/Reserve	(363.26)
 TOTAL BALANCE TO LEVY	 \$13,596.10
Number of Assessable Units	35
Assessment Rate per Unit	\$388.46
Estimated Beginning Fund Balance July 1, 2025	\$8,628.36
Fund Balance Change	(363.26)
Estimated Ending Fund Balance June 30, 2026	\$8,265.10



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Sunnyside / Stone Gate
DIRECT EXPENSES	
Maintenance	\$2,080.49
Extra Contract Costs	400.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	400.00
Subtotal Direct Expenses	\$2,880.49
ADMINISTRATIVE EXPENSES	
Salaries	\$358.31
Postage/Advertising	2.79
Internal Services	254.66
Administrative/Engineering Contract	115.49
Subtotal Administrative Expenses	\$731.25
SUBTOTAL ZONE COST	\$3,611.74
Fund Balance (Reduction)/Reserve	138.26
TOTAL BALANCE TO LEVY	\$3,750.00
Number of Assessable Units	10
Assessment Rate per Unit	\$375.00
Estimated Beginning Fund Balance July 1, 2025	\$18,083.54
Fund Balance Change	138.26
Estimated Ending Fund Balance June 30, 2026	\$18,221.80



**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2025/26 Budget by Zone**

	Total of all Zones
DIRECT EXPENSES	
Maintenance	\$81,643.30
Extra Contract Costs	20,300.00
Water/Sewer	49,220.00
Electricity Costs	4,742.80
Other Supplies	5,200.00
Subtotal Direct Expenses	\$161,106.10
 ADMINISTRATIVE EXPENSES	
Salaries	\$26,371.80
Postage/Advertising	205.00
Internal Services	18,743.01
Administrative/Engineering Contract	8,500.00
Subtotal Administrative Expenses	\$53,819.81
SUBTOTAL ZONE COST	\$214,925.91
Fund Balance (Reduction)/Reserve	(1,475.10)
TOTAL BALANCE TO LEVY	\$213,450.81
Number of Assessable Units	748
Assessment Rate per Unit	N/A
Estimated Beginning Fund Balance July 1, 2025	\$188,529.53
Fund Balance Change	(1,475.10)
Estimated Ending Fund Balance June 30, 2026	\$187,054.43



4. ASSESSMENTS

The amount of the actual assessment for the Fiscal Year 2025/26 apportioned to each parcel, as shown on the latest equalized roll at the County Assessor’s office, is listed in Section 6 of this Report. The description of each lot or parcel is part of the records of the County Assessor and such records are, by reference, made part of this Report.

Method of Apportionment

The assessments are levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.

Pursuant to the Act and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relation to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Several Zones have been annexed into the District and it has been determined that by reason of variations in the nature, location, and extent of the improvements, those areas will receive differing degrees of benefit from the improvements.

Within the Zones, each parcel is allocated a number of units, where each such unit is deemed to receive the same proportional special benefit from the maintenance and operation of the improvements within that Zone. The typical parcel, with a single-family residential use, will have one unit assigned. If the use or nature of a parcel confers special benefit in a greater or lesser degree than that typical use, that parcel may have greater than or less than one unit assigned.

4.1 Belle Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$502.22 per unit. There is currently no inflator associated with the Belle Estates Zone assessments.

There are currently 36 parcels within this Zone, and the total Zone costs are spread to each of the 36 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$11,160.00
Total Units	36
Fiscal Year 2025/26 Actual Assessment Per Unit	\$310.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$502.22

There is no change in the assessment rate from the previous fiscal year.

4.2 Chang/Bertelone Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$1,215.00 per unit. There is currently no inflator associated with the Chang/Bertelone Zone assessments.

There are currently 8 parcels within this Zone, and the total Zone costs are spread to each of the 8 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$4,400.00
Total Units	8
Fiscal Year 2025/26 Actual Assessment Per Unit	\$550.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$1,215.00

There is no change in the assessment rate from the previous fiscal year.

4.3 Conte Gardens Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$477.82 per unit. There is currently no inflator associated with the Conte Gardens Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$4,015.00
Total Units	11
Fiscal Year 2025/26 Actual Assessment Per Unit	\$365.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$477.82

There is no change in the assessment rate from the previous fiscal year.

4.4 Diana Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$139.39 per unit. There is currently no inflator associated with the Diana Estates Zone assessments.

There are currently 64 parcels within this Zone, and the total Zone costs are spread to each of the 64 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$8,920.96
Total Units	64
Fiscal Year 2025/26 Actual Assessment Per Unit ⁽¹⁾	\$139.39
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$139.39

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

There is no change in the assessment rate from the previous fiscal year.

4.5 Fox Hollow/Murphy Springs Zone

The assessment rate originally approved at the time of District formation was \$106.15 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 75 parcels within this Zone, and the total Zone costs are spread to each of the 75 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$13,014.75
Total Units	75
Fiscal Year 2025/26 Actual Assessment Per Unit ⁽¹⁾	\$173.53
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$254.84

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

There is no change in the assessment rate from the previous fiscal year.

4.6 Hamilton Square Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$425.54 per unit. There is currently no inflator associated with the Hamilton Square Zone assessments.

There are currently 38 parcels within this Zone, and the total Zone costs are spread to each of the 38 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$16,150.00
Total Units	38
Fiscal Year 2025/26 Actual Assessment Per Unit	\$425.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$425.54

There is no change in the assessment rate from the previous fiscal year.

4.7 Jackson Meadows 6A/6B Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$108.10 per unit. There is currently no inflator associated with the Jackson Meadows 6A/6B Zone assessments.

There are currently 70 parcels within this Zone, and the total Zone costs are spread to each of the 70 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$7,560.00
Total Units	70
Fiscal Year 2025/26 Actual Assessment Per Unit	\$108.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$108.10

There is no change in the assessment rate from the previous fiscal year.

4.8 Jackson Meadows Number 7 Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$314.58 per unit. There is currently no inflator associated with the Jackson Meadows Number 7 Zone assessments.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$1,000.00
Total Units	10
Fiscal Year 2025/26 Actual Assessment Per Unit	\$100.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$314.58

There is no change in the assessment rate from the previous fiscal year.

4.9 La Grande Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$88.00 per unit. There is currently no inflator associated with the La Grande Estates Zone assessments.

There are currently 32 parcels within this Zone, and the total Zone costs are spread to each of the 32 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$2,816.00
Total Units	32
Fiscal Year 2025/26 Actual Assessment Per Unit	\$88.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$88.00

There is no change in the assessment rate from the previous fiscal year.

4.10 Lacrosse/Gera Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$142.99 per unit. There is currently no inflator associated with the Lacrosse/Gera Zone assessments.

There are currently 24 parcels within this Zone, and the total Zone costs are spread to each of the 24 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$1,200.00
Total Units	24
Fiscal Year 2025/26 Actual Assessment Per Unit	\$50.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$142.99

There is no change in the assessment rate from the previous fiscal year.

4.11 Llagas Creek Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$140.84 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year’s maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 71 parcels within this Zone, and the total Zone costs are spread to each of the 71 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$24,353.00
Total Units	71
Fiscal Year 2025/26 Actual Assessment Per Unit	\$343.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$343.16

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2024/25 Actual Assessment Per Unit	\$233.67
Fiscal Year 2025/26 Actual Assessment Per Unit	\$343.00
Change in the Actual Assessment Rate	\$109.33

4.12 Llagas/Obata Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$629.16 per unit. There is currently no inflator associated with the Llagas/Obata Zone assessments.

There are currently 5 parcels within this Zone, and the total Zone costs are spread to each of the 5 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$2,250.00
Total Units	5
Fiscal Year 2025/26 Actual Assessment Per Unit	\$450.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$629.16

There is no change in the assessment rate from the previous fiscal year.

4.13 Mill Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$186.82 per unit. In February 2020, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the assessment rate increase to \$285.00 per unit and the inflator. The rate increase took effect in Fiscal Year 2020/21 and the 3% inflator takes effect in Fiscal Year 2021/22.

There are currently 84 parcels within this Zone, and the total Zone costs are spread to each of the 84 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$23,940.00
Total Units	84
Fiscal Year 2025/26 Actual Assessment Per Unit	\$285.00
Fiscal Year 2025/26 Maximum Assessment Per Unit ⁽¹⁾	\$330.39

(1) Assessment rate increase approved by property owners in February 2020.

There is no change in the assessment rate from the previous fiscal year.

4.14 Oak Creek I, II, III

The assessment rate originally approved at the time of annexing this Zone into the District was \$453.82 per unit. There is currently no inflator associated with the Oak Creek I, II, III Zone assessments.

There are currently 119 parcels within this Zone, and the total Zone costs are spread to each of the 119 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$50,575.00
Total Units	119
Fiscal Year 2025/26 Actual Assessment Per Unit	\$425.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$453.82

There is no change in the assessment rate from the previous fiscal year.

4.15 Parsons Corner Zone

In April 2019, property owners in the Parsons Corner Zone voted to detach from the District. Therefore, there is no assessment for the Parsons Corner Zone.

4.16 Rose Haven Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$488.47 per unit. There is currently no inflator associated with the Rose Haven Zone assessments.

There are currently 24 parcels with a total of 27 units within this Zone, and the total Zone costs are spread to each of the 27 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$10,800.00
Total Units	27
Fiscal Year 2025/26 Actual Assessment Per Unit	\$400.00
Fiscal Year 2025/26 Maximum Assessment Per Unit	\$488.47

There is no change in the assessment rate from the previous fiscal year.

4.17 Sandalwood Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$192.39 per unit. In April 2018, the City conducted Proposition 218 proceedings to increase the maximum assessment. Property owners approved the assessment rate increase to \$450.00 per unit. There is currently no inflator associated with the Sandalwood Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$4,950.00
Total Units	11
Fiscal Year 2025/26 Actual Assessment Per Unit	\$450.00
Fiscal Year 2025/26 Maximum Assessment Per Unit ⁽¹⁾	\$450.00

(1) Assessment rate increase approved by property owners in April 2018.

There is no change in the assessment rate from the previous fiscal year.

4.18 Sparhawk Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$174.77 per unit. In July 2005, the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07. In June 2024, City Council approved the election results of a Proposition 218 proceeding to increase the maximum assessment rate to \$500.00 with a 3% annual inflator. Property owners approved the rate increase and the inflator. The rate increase took effect in Fiscal Year 2024/25 and the 3% inflator will take effect in Fiscal Year 2025/26.

There are currently 18 parcels within this Zone, and the total Zone costs are spread to each of the 18 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$9,000.00
Total Units	18
Fiscal Year 2025/26 Actual Assessment Per Unit	\$500.00
Fiscal Year 2025/26 Maximum Assessment Per Unit ⁽¹⁾	\$515.00

(1) Assessment rate increase approved by property owners in June 2024.

There is no change in the assessment rate from the previous fiscal year.

4.19 Stone Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$306.66 per unit. In July 2005, the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 35 parcels within this Zone, and the total Zone costs are spread to each of the 35 units as follows:

Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$13,596.10
Total Units	35
Fiscal Year 2025/26 Actual Assessment Per Unit	\$388.46
Fiscal Year 2025/26 Maximum Assessment Per Unit ⁽¹⁾	\$570.47

(1) Assessment rate increase approved by property owners in July 2005.

There is no change in the assessment rate from the previous fiscal year.

4.20 Sunnyside/Stone Gate Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$449.40 per unit. In July 2005, the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

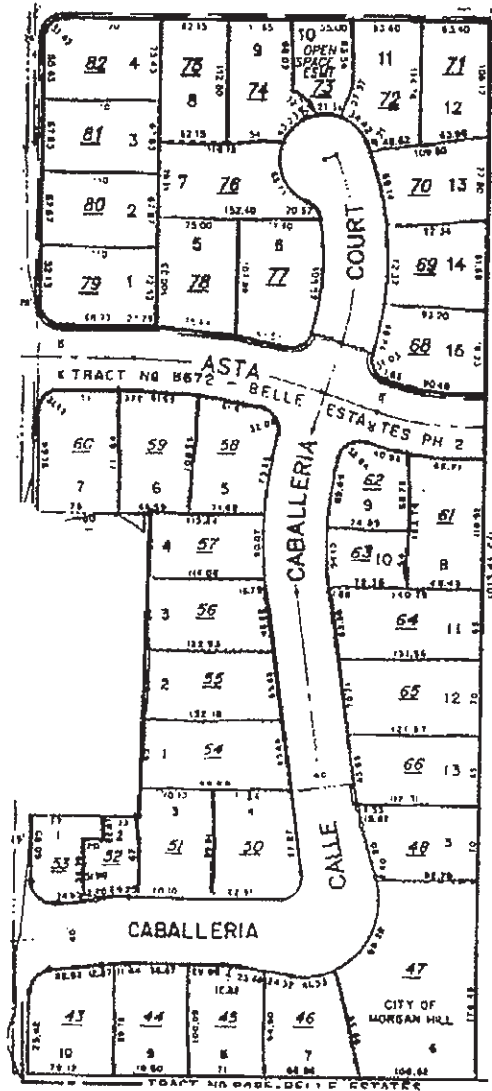
Estimated Fiscal Year 2025/26 Costs and Fund Adjustment	\$3,750.00
Total Units	10
Fiscal Year 2025/26 Actual Assessment Per Unit	\$375.00
Fiscal Year 2025/26 Maximum Assessment Per Unit ⁽¹⁾	\$836.01

(1) Assessment rate increase approved by property owners in July 2005.

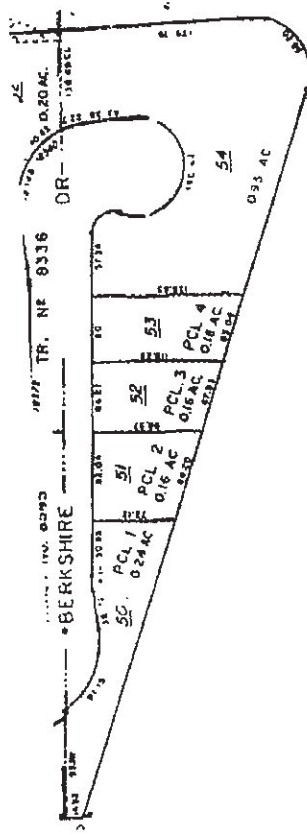
There is no change in the assessment rate from the previous fiscal year.

5. ASSESSMENT DIAGRAMS

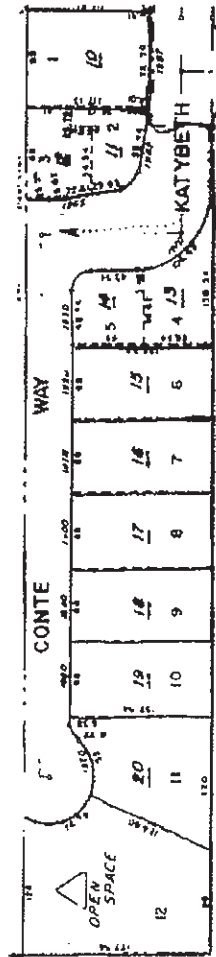
The Assessment Diagrams for each Zone in the District have been submitted to the City Clerk in the format required under the provisions of the Act. Copies of the diagrams are included herein. The lines and dimensions shown on maps of the County Assessor for the current year are, by reference, made part of this Report as well.



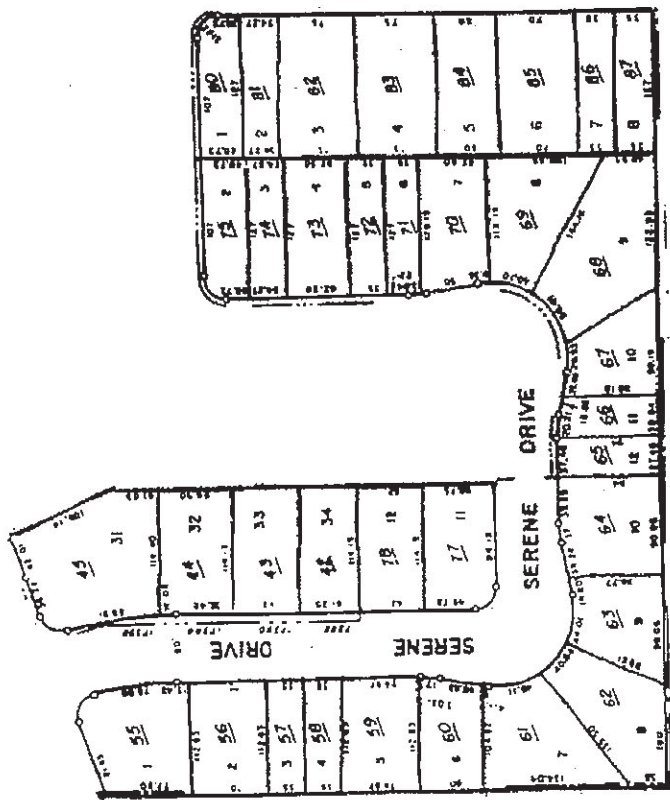
BELLE ESTATES ZONE



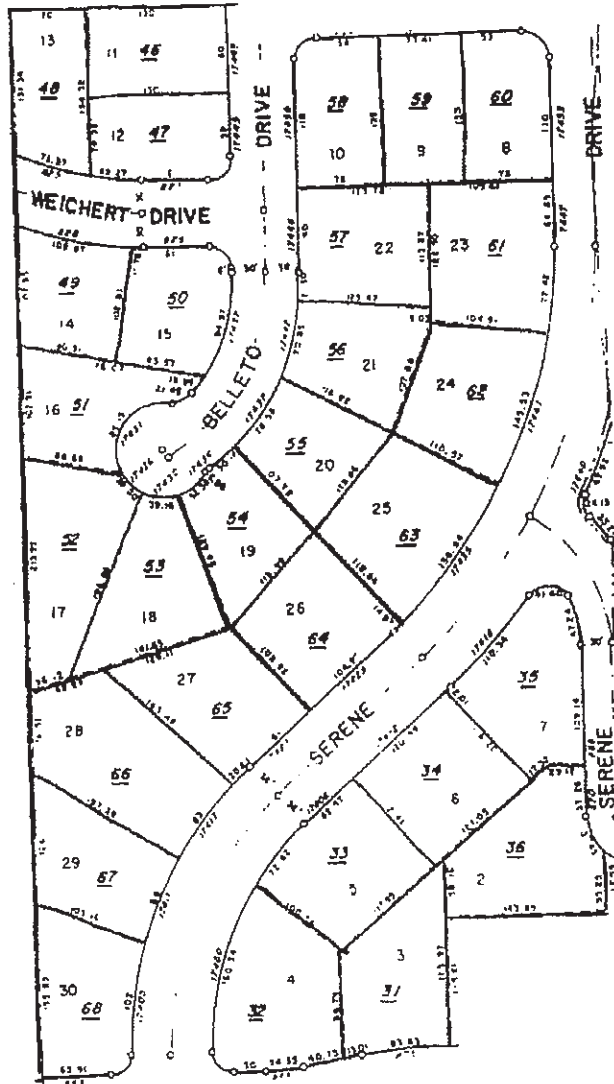
CHANG/BERTELOONE ZONE



CONTE GARDENS ZONE

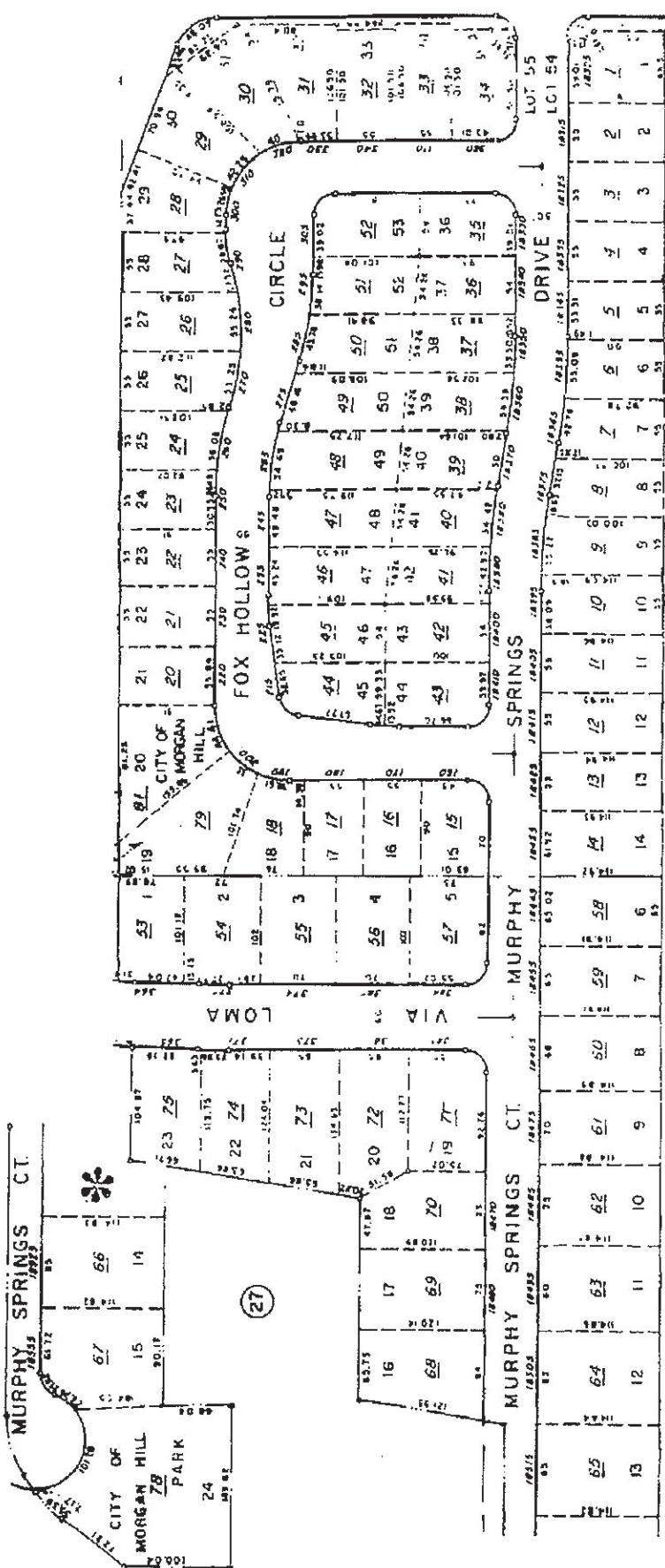


DIANA ESTATES ZONE SHEET 1

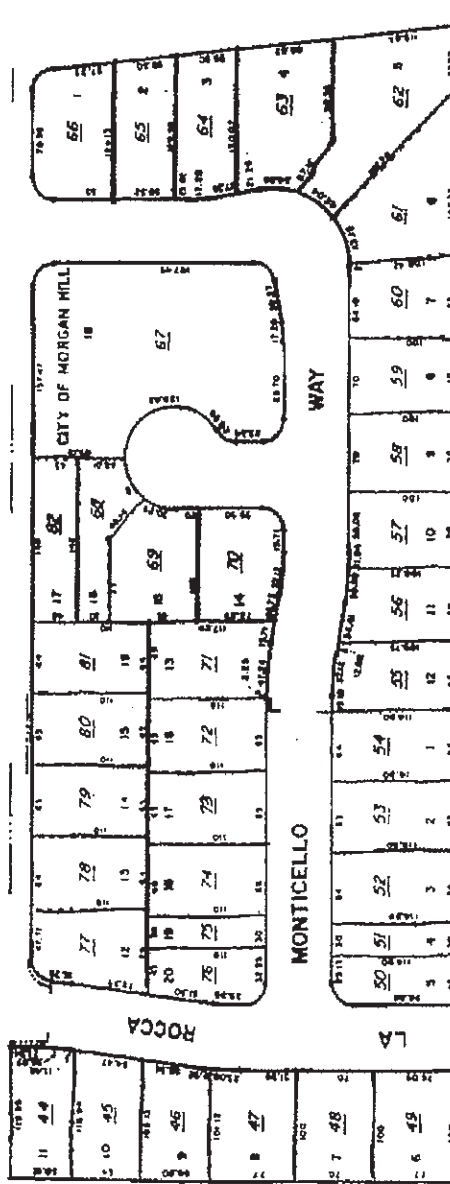


SHEET 2

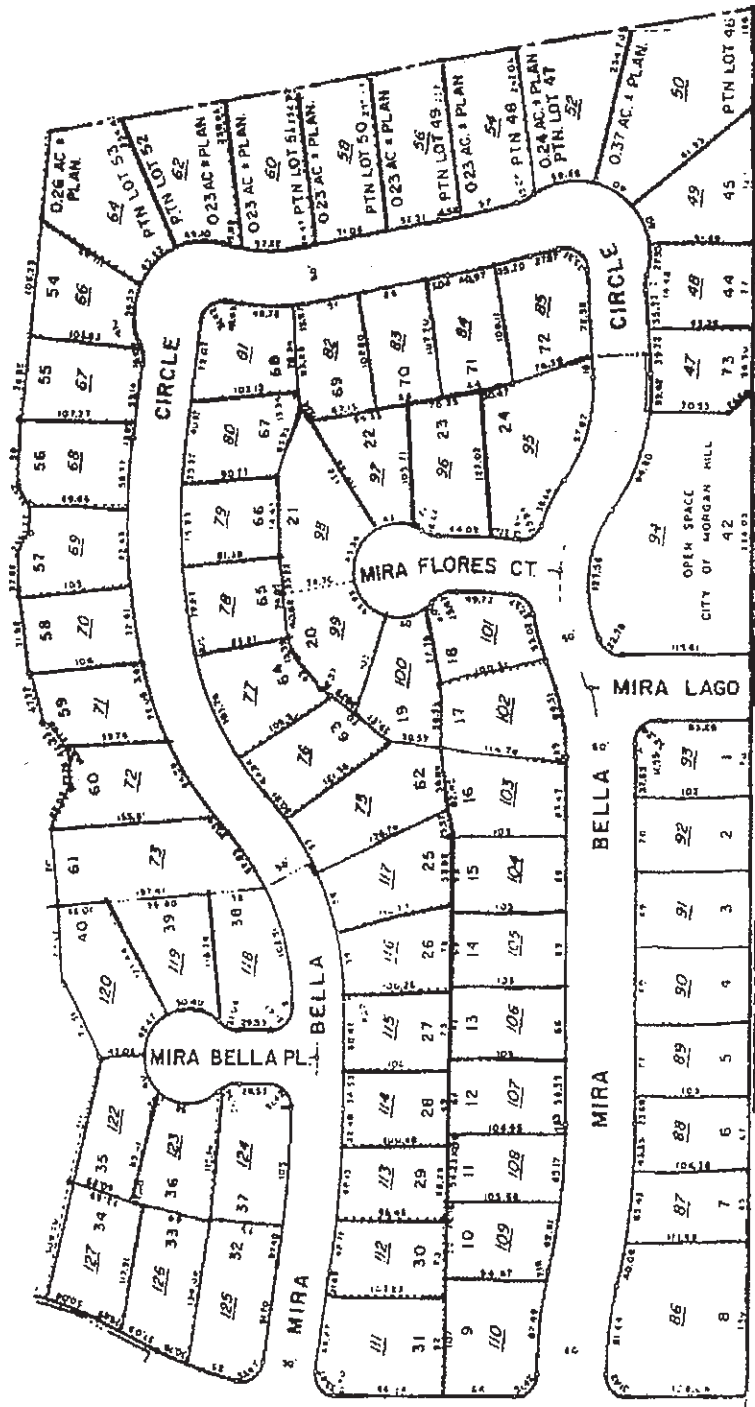
DIANA ESTATES ZONE



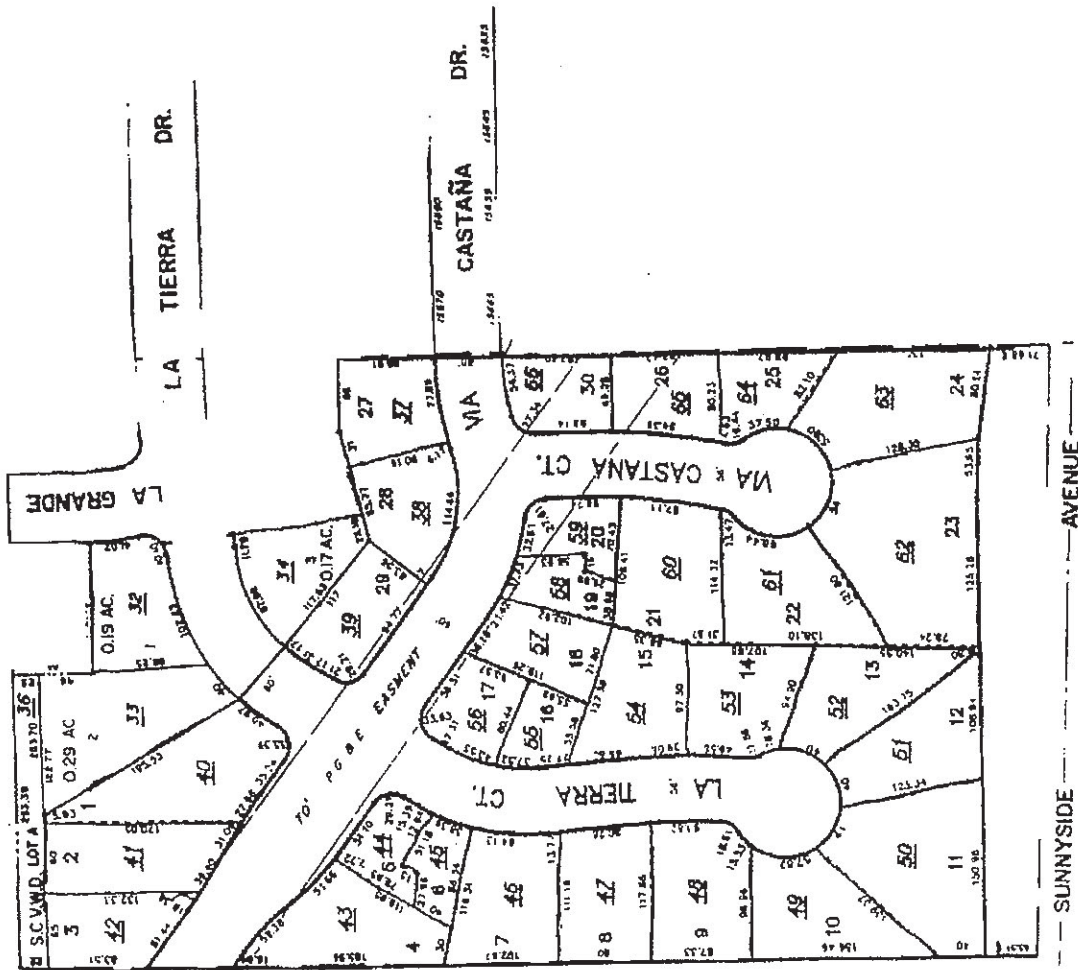
FOX HOLLOW/MURPHY SPRINGS ZONE



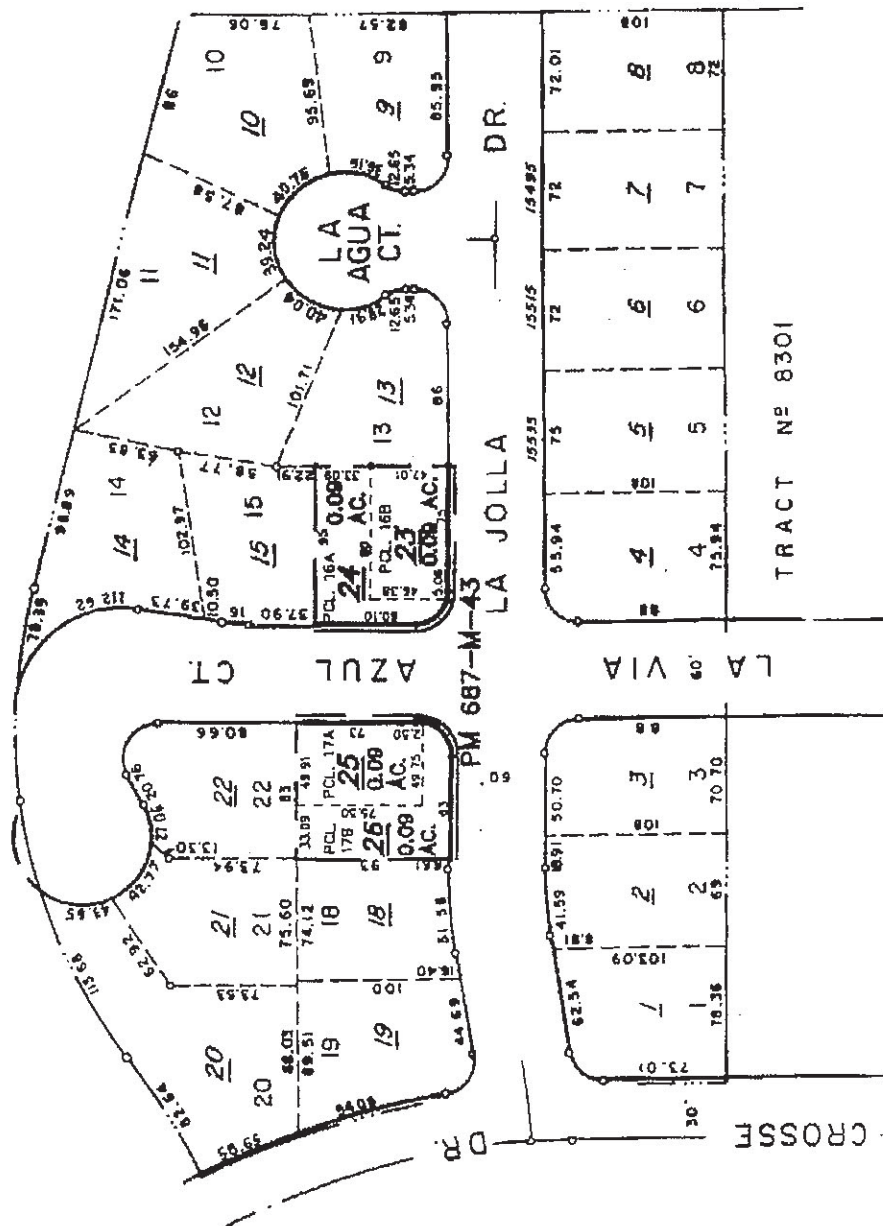
HAMILTON SQUARE ZONE



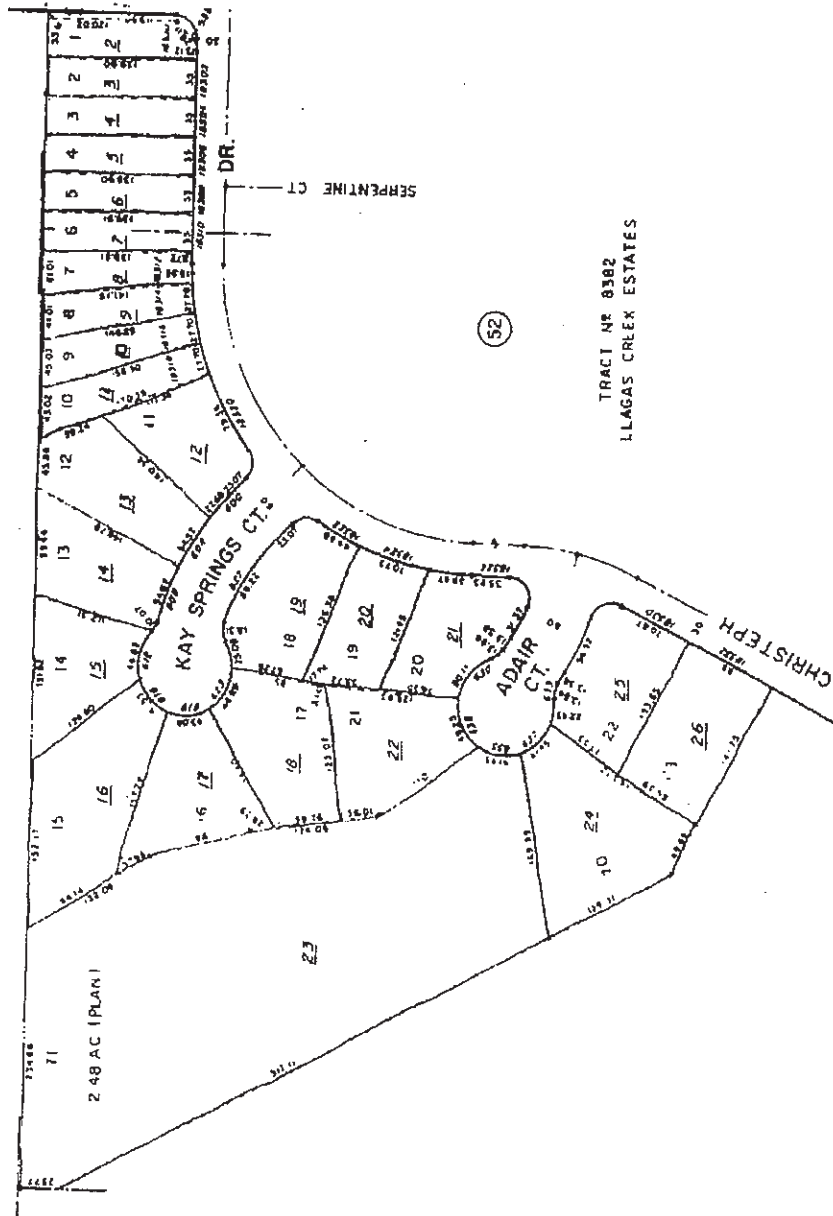
JACKSON MEADOWS #6 ZONE



LA GRANDE ESTATES ZONE

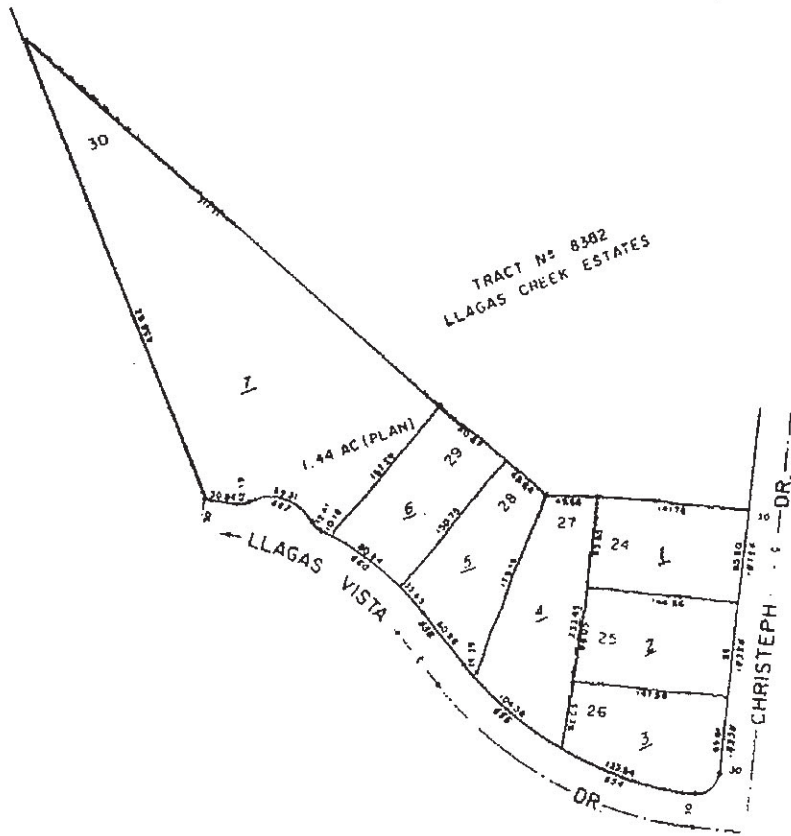


LACROSSE/GERA ZONE



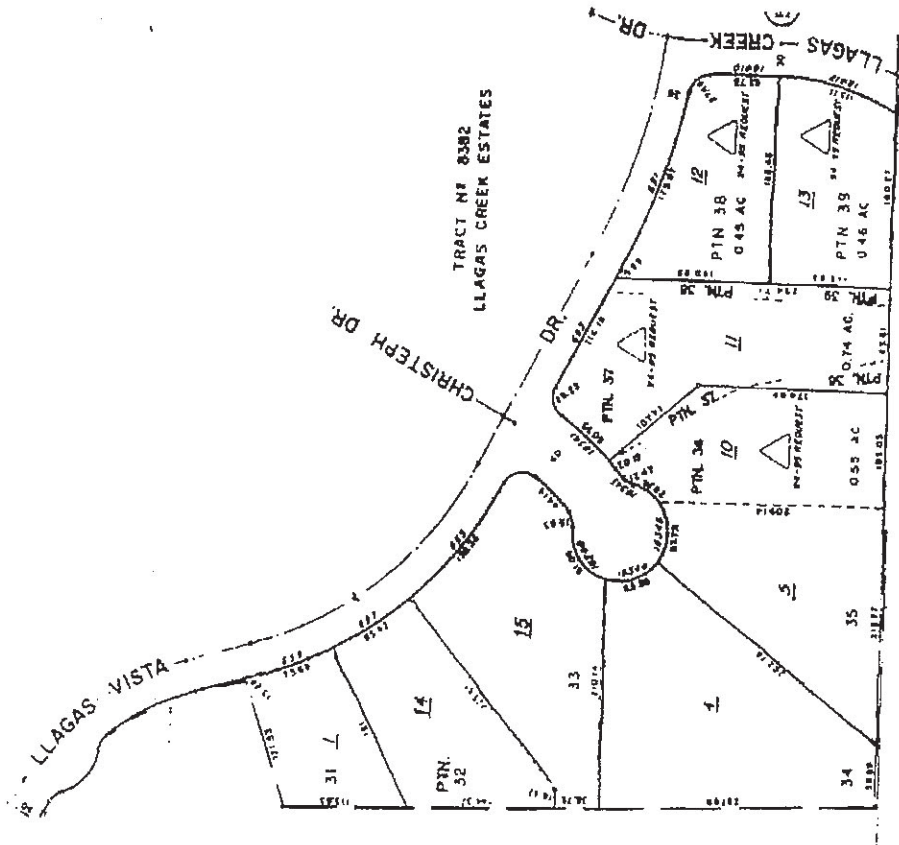
SHEET 1

LLAGAS CREEK ESTATES ZONE

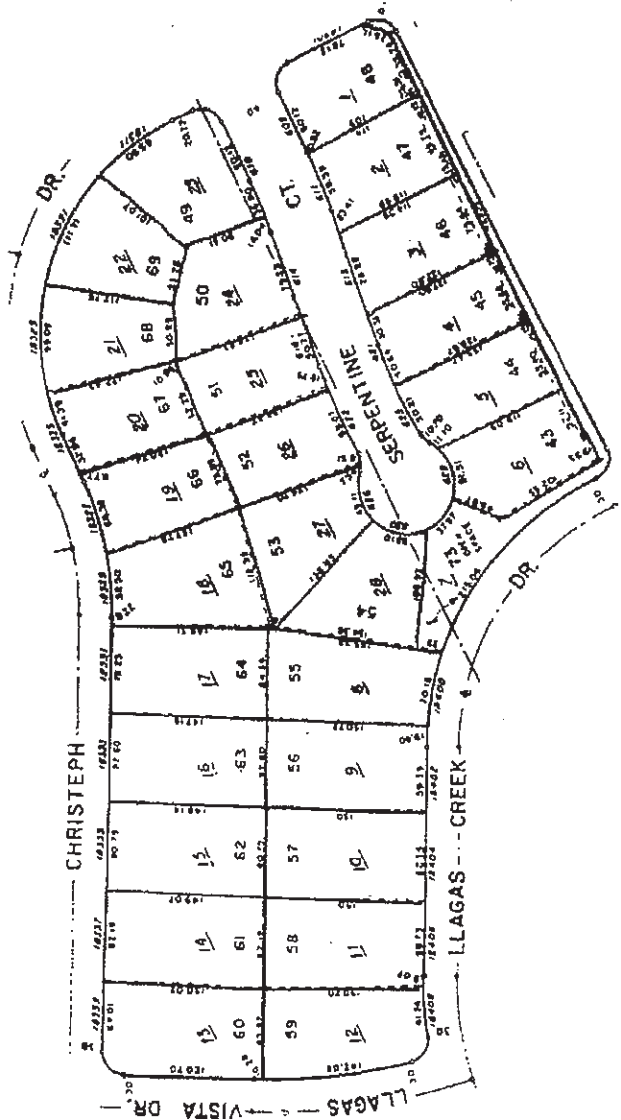


SHEET 2

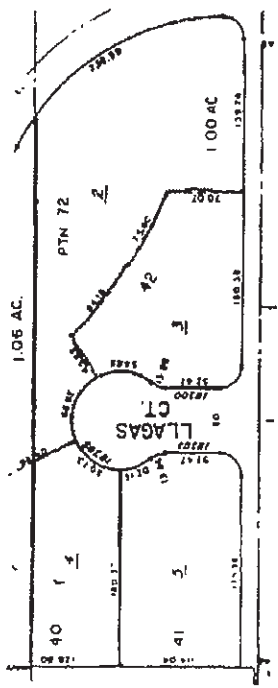
LLAGAS CREEK ESTATES ZONE



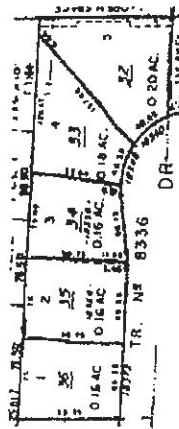
LLAGAS CREEK ESTATES ZONE SHEET 3



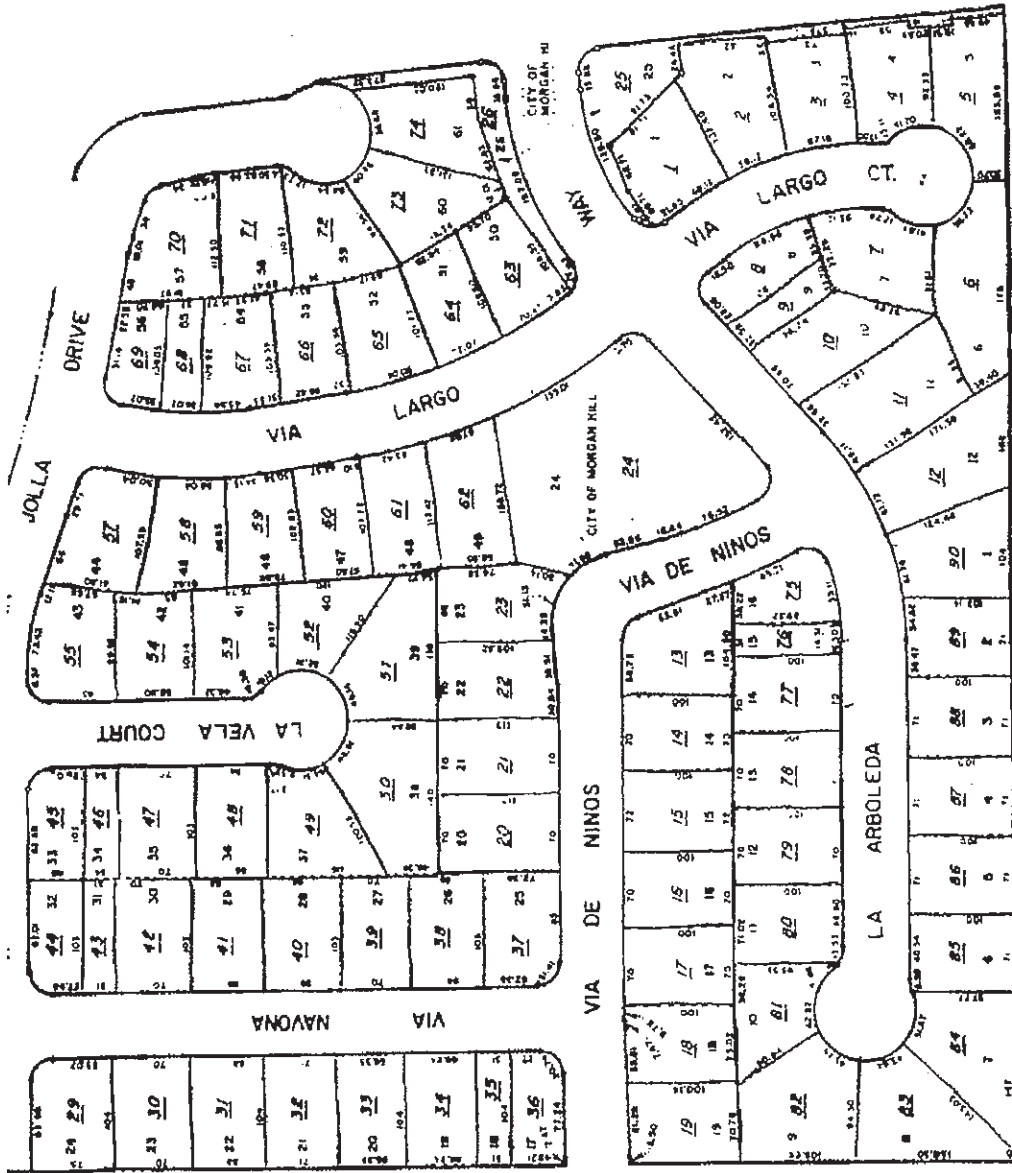
LLAGAS CREEK ESTATES ZONE SHEET 4



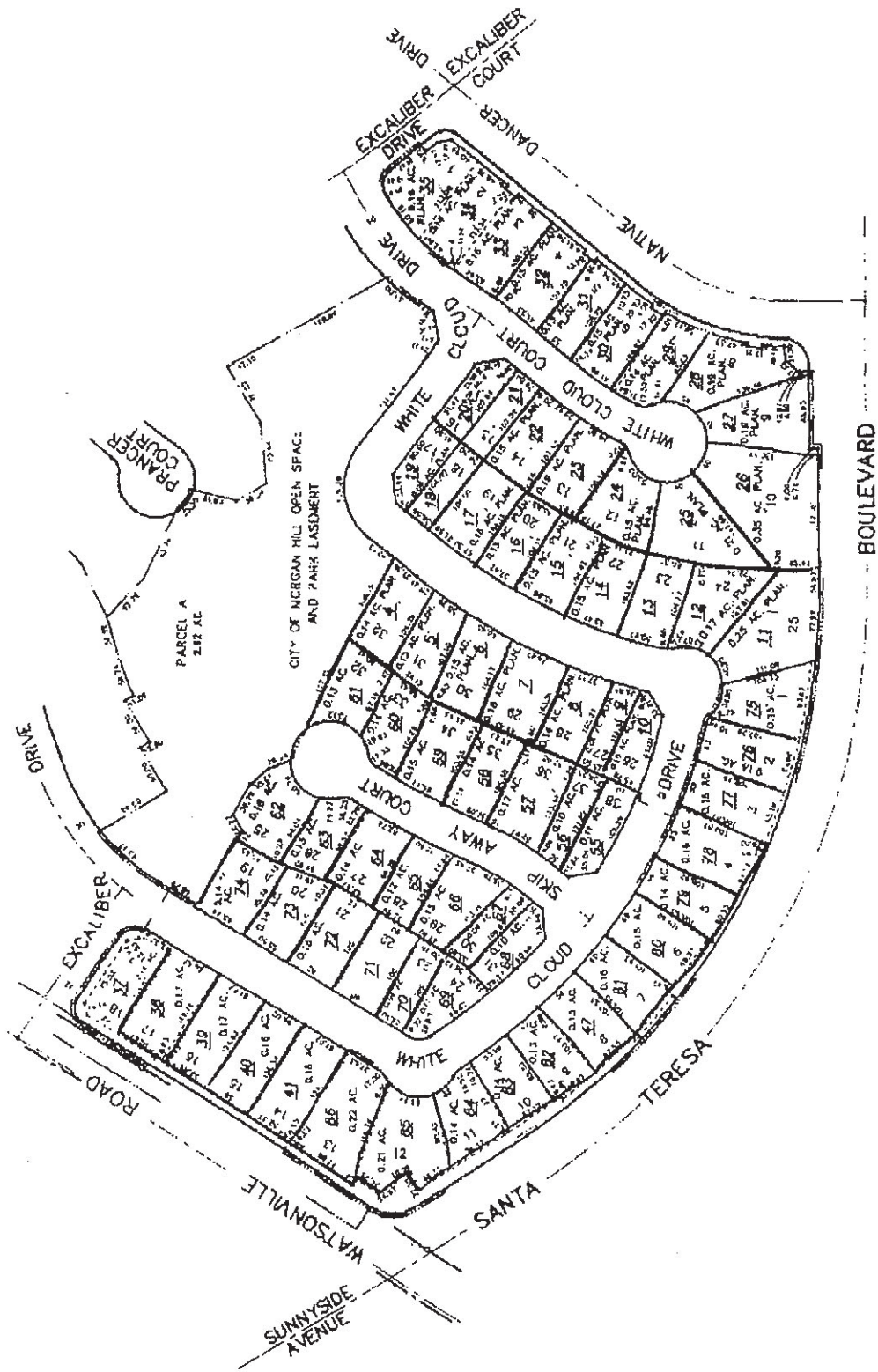
LLAGAS CREEK ESTATES ZONE SHEET 5



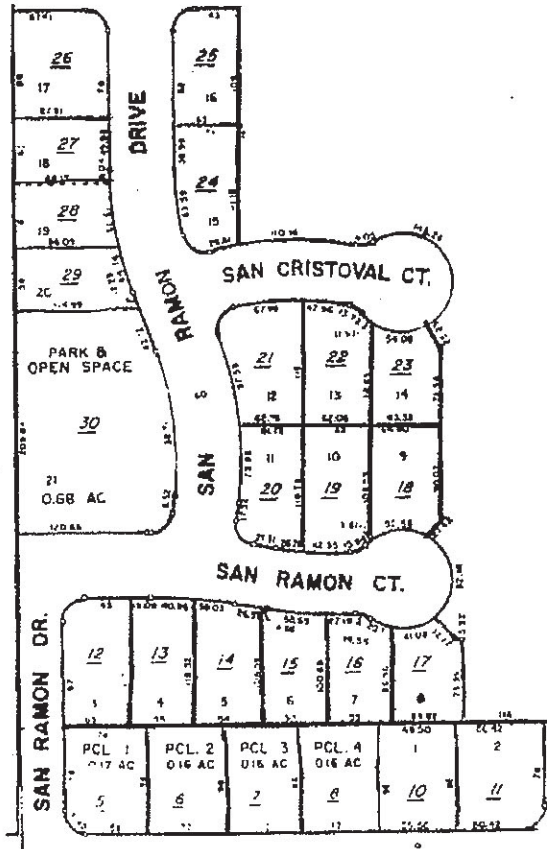
LLAGAS/OBATA ZONE



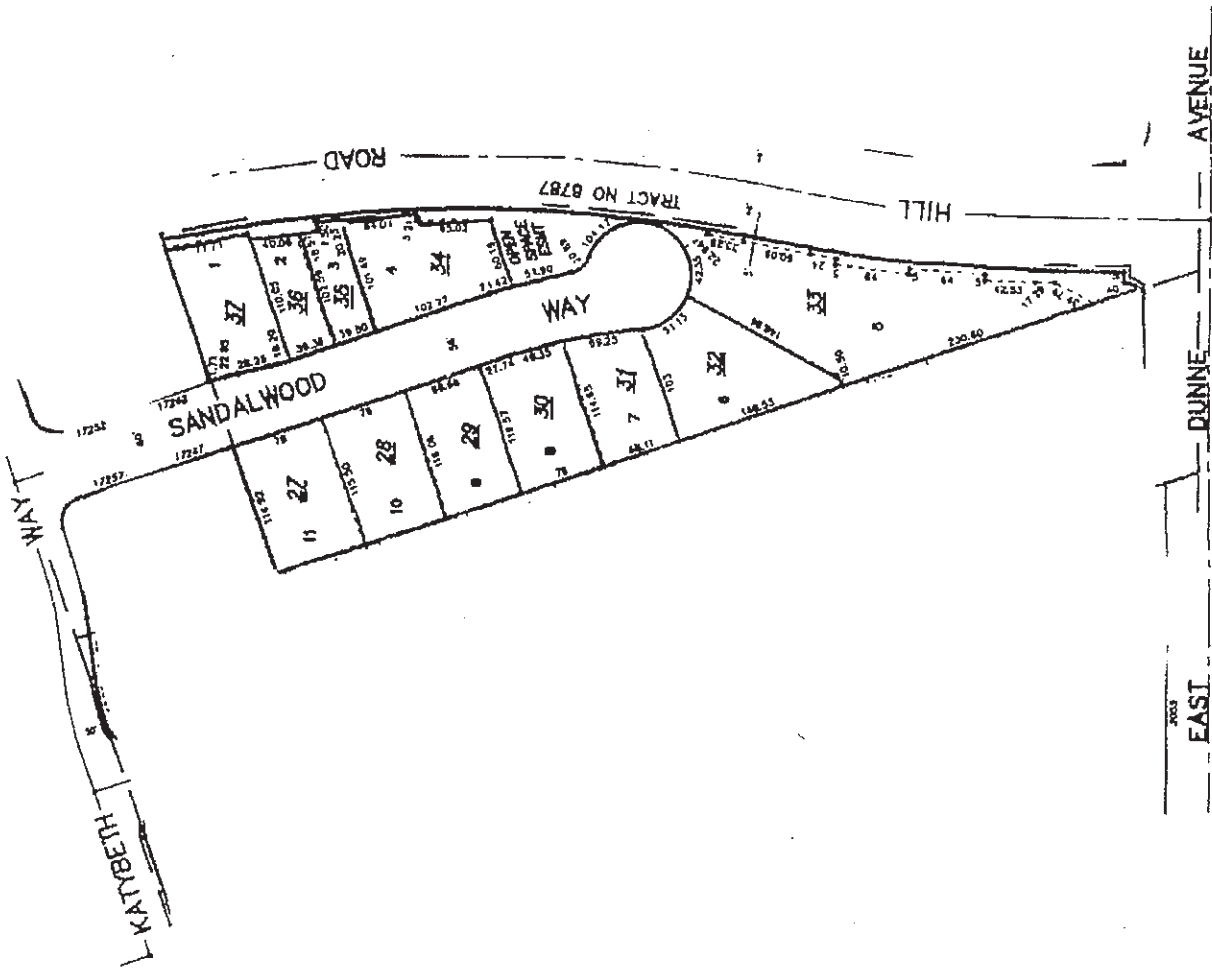
MILL CREEK ZONE



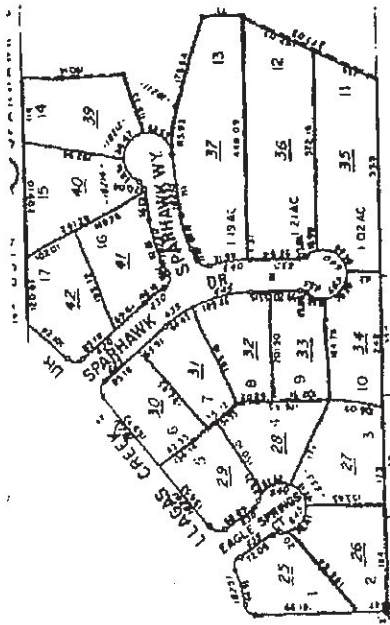
OAK CREEK ZONE SHEET 2



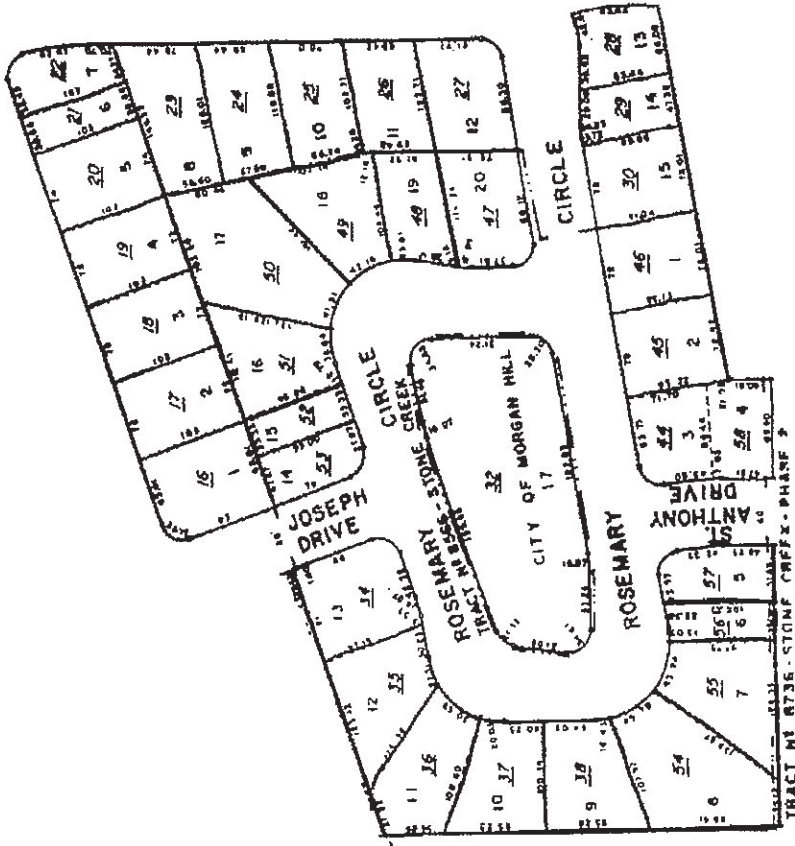
ROSEHAVEN ZONE



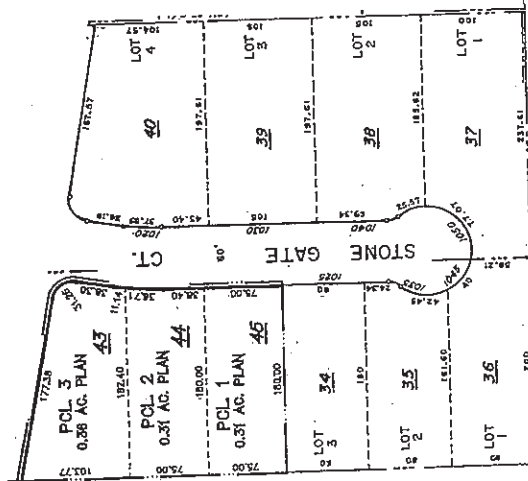
SANDALWOOD ZONE



SPARHAWK ZONE



STONE CREEK ZONE



SUNNYSIDE/STONEGATE ZONE

6. ASSESSMENT ROLL

The listing of Fiscal Year 2025/26 assessments is provided per Zone on the following pages. The description of each lot or parcel as part of the records of the County Assessor are, by reference, made part of this Report as well.

City of Morgan Hill
Belle Estates
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
726-16-043	450 CALLE CABALLERIA	\$310.00	1	\$310.00
726-16-044	460 CALLE CABALLERIA	310.00	1	310.00
726-16-045	470 CALLE CABALLERIA	310.00	1	310.00
726-16-046	480 CALLE CABALLERIA	310.00	1	310.00
726-16-048	510 CALLE CABALLERIA	310.00	1	310.00
726-16-050	485 CALLE CABALLERIA	310.00	1	310.00
726-16-051	475 CALLE CABALLERIA	310.00	1	310.00
726-16-052	465 CALLE CABALLERIA	310.00	1	310.00
726-16-053	17420 CALLE MAZATAN	310.00	1	310.00
726-16-054	525 CALLE CABALLERIA	310.00	1	310.00
726-16-055	535 CALLE CABALLERIA	310.00	1	310.00
726-16-056	545 CALLE CABALLERIA	310.00	1	310.00
726-16-057	555 CALLE CABALLERIA	310.00	1	310.00
726-16-058	470 CALLE ASTA	310.00	1	310.00
726-16-059	460 CALLE ASTA	310.00	1	310.00
726-16-060	450 CALLE ASTA	310.00	1	310.00
726-16-061	490 CALLE ASTA	310.00	1	310.00
726-16-062	560 CALLE CABALLERIA	310.00	1	310.00
726-16-063	550 CALLE CABALLERIA	310.00	1	310.00
726-16-064	540 CALLE CABALLERIA	310.00	1	310.00
726-16-065	530 CALLE CABALLERIA	310.00	1	310.00
726-16-066	520 CALLE CABALLERIA	310.00	1	310.00
726-16-068	17482 CALLE CABALLERIA CT	310.00	1	310.00
726-16-069	17488 CALLE CABALLERIA CT	310.00	1	310.00
726-16-070	17494 CALLE CABALLERIA CT	310.00	1	310.00
726-16-071	17500 CALLE CABALLERIA CT	310.00	1	310.00
726-16-072	17506 CALLE CABALLERIA CT	310.00	1	310.00
726-16-074	17499 CALLE CABALLERIA CT	310.00	1	310.00
726-16-075	17493 CALLE CABALLERIA CT	310.00	1	310.00
726-16-076	17487 CALLE CABALLERIA CT	310.00	1	310.00
726-16-077	475 CALLE ASTA	310.00	1	310.00
726-16-078	465 CALLE ASTA	310.00	1	310.00
726-16-079	17480 CALLE MAZATAN	310.00	1	310.00
726-16-080	17490 CALLE MAZATAN	310.00	1	310.00
726-16-081	17500 CALLE MAZATAN	310.00	1	310.00
726-16-082	17510 CALLE MAZATAN	310.00	1	310.00
36 Accounts		\$11,160.00	36	\$11,160.00

Slight variances may occur due to rounding

City of Morgan Hill
Chang/Bertelone
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
764-23-050	255 BERKSHIRE DR	\$550.00	1	\$550.00
764-23-051	265 BERKSHIRE DR	550.00	1	550.00
764-23-052	275 BERKSHIRE DR	550.00	1	550.00
764-23-053	285 BERKSHIRE DR	550.00	1	550.00
764-23-057	295 BERKSHIRE DR	550.00	1	550.00
764-23-058	325 BERKSHIRE DR	550.00	1	550.00
764-23-059	320 BERKSHIRE DR	550.00	1	550.00
764-23-060	310 BERKSHIRE DR	550.00	1	550.00
8 Accounts		\$4,400.00	8	\$4,400.00

City of Morgan Hill
Conte Gardens
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
728-10-010	1987 KATYBETH WAY	\$365.00	1	\$365.00
728-10-011	1967 KATYBETH WAY	365.00	1	365.00
728-10-012	1965 KATYBETH WAY	365.00	1	365.00
728-10-013	1970 KATYBETH WAY	365.00	1	365.00
728-10-014	1930 CONTE WAY	365.00	1	365.00
728-10-015	1920 CONTE WAY	365.00	1	365.00
728-10-016	1910 CONTE WAY	365.00	1	365.00
728-10-017	1900 CONTE WAY	365.00	1	365.00
728-10-018	1890 CONTE WAY	365.00	1	365.00
728-10-019	1880 CONTE WAY	365.00	1	365.00
728-10-020	1870 CONTE WAY	365.00	1	365.00
11 Accounts		\$4,015.00	11	\$4,015.00

City of Morgan Hill
Diana Estates
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
726-07-042	17386 SERENE DR	\$139.39	1	\$139.38
726-07-043	17390 SERENE DR	139.39	1	139.38
726-07-044	17394 SERENE DR	139.39	1	139.38
726-07-045	17398 SERENE DR	139.39	1	139.38
726-07-055	17399 SERENE DR	139.39	1	139.38
726-07-056	17395 SERENE DR	139.39	1	139.38
726-07-057	17391 SERENE DR	139.39	1	139.38
726-07-058	17387 SERENE DR	139.39	1	139.38
726-07-059	17383 SERENE DR	139.39	1	139.38
726-07-060	17379 SERENE DR	139.39	1	139.38
726-07-061	17375 SERENE DR	139.39	1	139.38
726-07-062	17371 SERENE DR	139.39	1	139.38
726-07-063	17367 SERENE DR	139.39	1	139.38
726-07-064	17363 SERENE DR	139.39	1	139.38
726-07-065	17359 SERENE DR	139.39	1	139.38
726-07-066	17355 SERENE DR	139.39	1	139.38
726-07-067	17351 SERENE DR	139.39	1	139.38
726-07-068	17347 SERENE DR	139.39	1	139.38
726-07-069	17343 SERENE DR	139.39	1	139.38
726-07-070	17339 SERENE DR	139.39	1	139.38
726-07-071	17335 SERENE DR	139.39	1	139.38
726-07-072	17331 SERENE DR	139.39	1	139.38
726-07-073	17327 SERENE DR	139.39	1	139.38
726-07-074	17323 SERENE DR	139.39	1	139.38
726-07-075	17319 SERENE DR	139.39	1	139.38
726-07-077	17378 SERENE DR	139.39	1	139.38
726-07-078	17382 SERENE DR	139.39	1	139.38
726-07-080	17315 SERENE DR	139.39	1	139.38
726-07-081	17367 WALNUT GROVE DR	139.39	1	139.38
726-07-082	17363 WALNUT GROVE DR	139.39	1	139.38
726-07-083	17359 WALNUT GROVE DR	139.39	1	139.38
726-07-084	17355 WALNUT GROVE DR	139.39	1	139.38
726-07-085	17351 WALNUT GROVE DR	139.39	1	139.38
726-07-086	17347 WALNUT GROVE DR	139.39	1	139.38
726-07-087	17343 WALNUT GROVE DR	139.39	1	139.38
726-08-031	875 DIANA AVE	139.39	1	139.38
726-08-032	17400 SERENE DR	139.39	1	139.38
726-08-033	17406 SERENE DR	139.39	1	139.38
726-08-034	17412 SERENE DR	139.39	1	139.38
726-08-035	17418 SERENE DR	139.39	1	139.38
726-08-036	870 SERENE CT	139.39	1	139.38
726-08-046	17449 BELLETTO DR	139.39	1	139.38

Slight variances may occur due to rounding

City of Morgan Hill
Diana Estates
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
726-08-047	17445 BELLETTO DR	139.39	1	139.38
726-08-048	825 WEICHERT DR	139.39	1	139.38
726-08-049	826 WEICHERT DR	139.39	1	139.38
726-08-050	828 WEICHERT DR	139.39	1	139.38
726-08-051	17431 BELLETTO DR	139.39	1	139.38
726-08-052	17426 BELLETTO DR	139.39	1	139.38
726-08-053	17430 BELLETTO DR	139.39	1	139.38
726-08-054	17434 BELLETTO DR	139.39	1	139.38
726-08-055	17438 BELLETTO DR	139.39	1	139.38
726-08-056	17442 BELLETTO DR	139.39	1	139.38
726-08-057	17446 BELLETTO DR	139.39	1	139.38
726-08-058	832 ENGLISH WALNUT WAY	139.39	1	139.38
726-08-059	834 ENGLISH WALNUT WAY	139.39	1	139.38
726-08-060	836 ENGLISH WALNUT WAY	139.39	1	139.38
726-08-061	17447 SERENE DR	139.39	1	139.38
726-08-062	17441 SERENE DR	139.39	1	139.38
726-08-063	17435 SERENE DR	139.39	1	139.38
726-08-064	17429 SERENE DR	139.39	1	139.38
726-08-065	17423 SERENE DR	139.39	1	139.38
726-08-066	17417 SERENE DR	139.39	1	139.38
726-08-067	17411 SERENE DR	139.39	1	139.38
726-08-068	17405 SERENE DR	139.39	1	139.38
64 Accounts		\$8,920.96	64	\$8,920.32

Slight variances may occur due to rounding

City of Morgan Hill
Fox Hollow
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
764-47-001	18305 MURPHY SPRINGS DR	\$173.53	1	\$173.52
764-47-002	18315 MURPHY SPRINGS DR	173.53	1	173.52
764-47-003	18325 MURPHY SPRINGS DR	173.53	1	173.52
764-47-004	18335 MURPHY SPRINGS DR	173.53	1	173.52
764-47-005	18345 MURPHY SPRINGS DR	173.53	1	173.52
764-47-006	18355 MURPHY SPRINGS DR	173.53	1	173.52
764-47-007	18365 MURPHY SPRINGS DR	173.53	1	173.52
764-47-008	18375 MURPHY SPRINGS DR	173.53	1	173.52
764-47-009	18385 MURPHY SPRINGS DR	173.53	1	173.52
764-47-010	18395 MURPHY SPRINGS DR	173.53	1	173.52
764-47-011	18405 MURPHY SPRINGS DR	173.53	1	173.52
764-47-012	18415 MURPHY SPRINGS DR	173.53	1	173.52
764-47-013	18425 MURPHY SPRINGS DR	173.53	1	173.52
764-47-014	18435 MURPHY SPRINGS DR	173.53	1	173.52
764-47-015	160 FOX HOLLOW CIR	173.53	1	173.52
764-47-016	170 FOX HOLLOW CIR	173.53	1	173.52
764-47-017	180 FOX HOLLOW CIR	173.53	1	173.52
764-47-018	190 FOX HOLLOW CIR	173.53	1	173.52
764-47-020	220 FOX HOLLOW CIR	173.53	1	173.52
764-47-021	230 FOX HOLLOW CIR	173.53	1	173.52
764-47-022	240 FOX HOLLOW CIR	173.53	1	173.52
764-47-023	250 FOX HOLLOW CIR	173.53	1	173.52
764-47-024	260 FOX HOLLOW CIR	173.53	1	173.52
764-47-025	270 FOX HOLLOW CIR	173.53	1	173.52
764-47-026	280 FOX HOLLOW CIR	173.53	1	173.52
764-47-027	290 FOX HOLLOW CIR	173.53	1	173.52
764-47-028	300 FOX HOLLOW CIR	173.53	1	173.52
764-47-029	310 FOX HOLLOW CIR	173.53	1	173.52
764-47-030	320 FOX HOLLOW CIR	173.53	1	173.52
764-47-031	330 FOX HOLLOW CIR	173.53	1	173.52
764-47-032	340 FOX HOLLOW CIR	173.53	1	173.52
764-47-033	350 FOX HOLLOW CIR	173.53	1	173.52
764-47-034	360 FOX HOLLOW CIR	173.53	1	173.52
764-47-035	18330 MURPHY SPRINGS DR	173.53	1	173.52
764-47-036	18340 MURPHY SPRINGS DR	173.53	1	173.52
764-47-037	18350 MURPHY SPRINGS DR	173.53	1	173.52
764-47-038	18360 MURPHY SPRINGS DR	173.53	1	173.52
764-47-039	18370 MURPHY SPRINGS DR	173.53	1	173.52
764-47-040	18380 MURPHY SPRINGS DR	173.53	1	173.52
764-47-041	18390 MURPHY SPRINGS DR	173.53	1	173.52
764-47-042	18400 MURPHY SPRINGS DR	173.53	1	173.52
764-47-043	18410 MURPHY SPRINGS DR	173.53	1	173.52

Slight variances may occur due to rounding

City of Morgan Hill
Fox Hollow
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
764-47-044	215 FOX HOLLOW CIR	173.53	1	173.52
764-47-045	225 FOX HOLLOW CIR	173.53	1	173.52
764-47-046	235 FOX HOLLOW CIR	173.53	1	173.52
764-47-047	245 FOX HOLLOW CIR	173.53	1	173.52
764-47-048	265 FOX HOLLOW CIR	173.53	1	173.52
764-47-049	275 FOX HOLLOW CIR	173.53	1	173.52
764-47-050	285 FOX HOLLOW CIR	173.53	1	173.52
764-47-051	295 FOX HOLLOW CIR	173.53	1	173.52
764-47-052	305 FOX HOLLOW CIR	173.53	1	173.52
764-47-053	364 VIA LOMA	173.53	1	173.52
764-47-054	370 VIA LOMA	173.53	1	173.52
764-47-055	374 VIA LOMA	173.53	1	173.52
764-47-056	380 VIA LOMA	173.53	1	173.52
764-47-057	384 VIA LOMA DR	173.53	1	173.52
764-47-058	18445 MURPHY SPRINGS CT	173.53	1	173.52
764-47-059	18455 MURPHY SPRINGS CT	173.53	1	173.52
764-47-060	18465 MURPHY SPRINGS CT	173.53	1	173.52
764-47-061	18475 MURPHY SPRINGS CT	173.53	1	173.52
764-47-062	18485 MURPHY SPRINGS CT	173.53	1	173.52
764-47-063	18495 MURPHY SPRINGS CT	173.53	1	173.52
764-47-064	18505 MURPHY SPRINGS CT	173.53	1	173.52
764-47-065	18515 MURPHY SPRINGS CT	173.53	1	173.52
764-47-066	18525 MURPHY SPRINGS CT	173.53	1	173.52
764-47-067	18535 MURPHY SPRINGS CT	173.53	1	173.52
764-47-068	18490 MURPHY SPRINGS CT	173.53	1	173.52
764-47-069	18480 MURPHY SPRINGS CT	173.53	1	173.52
764-47-070	18470 MURPHY SPRINGS CT	173.53	1	173.52
764-47-071	385 VIA LOMA	173.53	1	173.52
764-47-072	381 VIA LOMA	173.53	1	173.52
764-47-073	375 VIA LOMA DR	173.53	1	173.52
764-47-074	371 VIA LOMA	173.53	1	173.52
764-47-075	365 VIA LOMA	173.53	1	173.52
764-47-079	200 FOX HOLLOW CIR	173.53	1	173.52
75 Accounts		\$13,014.75	75	\$13,014.00

Slight variances may occur due to rounding

**City of Morgan Hill
Hamilton Square
Assessment Roll for Fiscal Year 2025/26**

Account Number	Address	Actual Rate	Units	Assessment Levy
767-36-044	15310 LA ROCCA DR	\$425.00	1	\$425.00
767-36-045	15320 LA ROCCA DR	425.00	1	425.00
767-36-046	15330 LA ROCCA DR	425.00	1	425.00
767-36-047	15340 LA ROCCA DR	425.00	1	425.00
767-36-048	15350 LA ROCCA DR	425.00	1	425.00
767-36-049	15360 LA ROCCA DR	425.00	1	425.00
767-36-050	15355 LA ROCCA DR	425.00	1	425.00
767-36-051	15215 MONTICELLO WAY	425.00	1	425.00
767-36-052	15209 MONTICELLO WAY	425.00	1	425.00
767-36-053	15203 MONTICELLO WAY	425.00	1	425.00
767-36-054	15197 MONTICELLO WAY	425.00	1	425.00
767-36-055	15191 MONTICELLO WAY	425.00	1	425.00
767-36-056	15185 MONTICELLO WAY	425.00	1	425.00
767-36-057	15179 MONTICELLO WAY	425.00	1	425.00
767-36-058	15173 MONTICELLO WAY	425.00	1	425.00
767-36-059	15167 MONTICELLO WAY	425.00	1	425.00
767-36-060	15161 MONTICELLO WAY	425.00	1	425.00
767-36-061	15155 MONTICELLO WAY	425.00	1	425.00
767-36-062	15149 MONTICELLO WAY	425.00	1	425.00
767-36-063	15143 MONTICELLO WAY	425.00	1	425.00
767-36-064	15137 MONTICELLO WAY	425.00	1	425.00
767-36-065	15131 MONTICELLO WAY	425.00	1	425.00
767-36-066	15125 MONTICELLO WAY	425.00	1	425.00
767-36-068	797 CAMPOBELLO CT	425.00	1	425.00
767-36-069	801 CAMPOBELLO CT	425.00	1	425.00
767-36-070	805 CAMPOBELLO CT	425.00	1	425.00
767-36-071	15190 MONTICELLO WAY	425.00	1	425.00
767-36-072	15196 MONTICELLO WAY	425.00	1	425.00
767-36-073	15202 MONTICELLO WAY	425.00	1	425.00
767-36-074	15208 MONTICELLO WAY	425.00	1	425.00
767-36-075	15214 MONTICELLO WAY	425.00	1	425.00
767-36-076	15335 LA ROCCA DR	425.00	1	425.00
767-36-077	15235 VIA CORFINIO	425.00	1	425.00
767-36-078	15225 VIA CORFINIO	425.00	1	425.00
767-36-079	15215 VIA CORFINIO	425.00	1	425.00
767-36-080	15205 VIA CORFINIO	425.00	1	425.00
767-36-081	15195 VIA CORFINIO	425.00	1	425.00
767-36-082	15175 VIA CORFINIO	425.00	1	425.00
38 Accounts		\$16,150.00	38	\$16,150.00

Slight variances may occur due to rounding

City of Morgan Hill
Jackson Meadows #6
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
817-26-047	2749 MIRA BELLA CIR	\$108.00	1	\$108.00
817-26-048	2753 MIRA BELLA CIR	108.00	1	108.00
817-26-049	2757 MIRA BELLA CIR	108.00	1	108.00
817-26-066	2793 MIRA BELLA CIR	108.00	1	108.00
817-26-067	2797 MIRA BELLA CIR	108.00	1	108.00
817-26-068	2801 MIRA BELLA CIR	108.00	1	108.00
817-26-069	2805 MIRA BELLA CIR	108.00	1	108.00
817-26-070	2809 MIRA BELLA CIR	108.00	1	108.00
817-26-071	2813 MIRA BELLA CIR	108.00	1	108.00
817-26-072	2817 MIRA BELLA CIR	108.00	1	108.00
817-26-073	2821 MIRA BELLA CIR	108.00	1	108.00
817-26-075	2820 MIRA BELLA CIR	108.00	1	108.00
817-26-076	2816 MIRA BELLA CIR	108.00	1	108.00
817-26-077	2812 MIRA BELLA CIR	108.00	1	108.00
817-26-078	2808 MIRA BELLA CIR	108.00	1	108.00
817-26-079	2804 MIRA BELLA CIR	108.00	1	108.00
817-26-080	2800 MIRA BELLA CIR	108.00	1	108.00
817-26-081	2796 MIRA BELLA CIR	108.00	1	108.00
817-26-082	2780 MIRA BELLA CIR	108.00	1	108.00
817-26-083	2776 MIRA BELLA CIR	108.00	1	108.00
817-26-084	2772 MIRA BELLA CIR	108.00	1	108.00
817-26-085	2768 MIRA BELLA CIR	108.00	1	108.00
817-26-086	2701 MIRA BELLA CIR	108.00	1	108.00
817-26-087	2705 MIRA BELLA CIR	108.00	1	108.00
817-26-088	2709 MIRA BELLA CIR	108.00	1	108.00
817-26-089	2713 MIRA BELLA CIR	108.00	1	108.00
817-26-090	2717 MIRA BELLA CIR	108.00	1	108.00
817-26-091	2721 MIRA BELLA CIR	108.00	1	108.00
817-26-092	2725 MIRA BELLA CIR	108.00	1	108.00
817-26-093	2729 MIRA BELLA CIR	108.00	1	108.00
817-26-095	16504 MIRA FLORES CT	108.00	1	108.00
817-26-096	16514 MIRA FLORES CT	108.00	1	108.00
817-26-097	16524 MIRA FLORES CT	108.00	1	108.00
817-26-098	16534 MIRA FLORES CT	108.00	1	108.00
817-26-099	16537 MIRA FLORES CT	108.00	1	108.00
817-26-100	16527 MIRA FLORES CT	108.00	1	108.00
817-26-101	2736 MIRA BELLA CIR	108.00	1	108.00
817-26-102	2732 MIRA BELLA CIR	108.00	1	108.00
817-26-103	2728 MIRA BELLA CIR	108.00	1	108.00
817-26-104	2724 MIRA BELLA CIR	108.00	1	108.00
817-26-105	2720 MIRA BELLA CIR	108.00	1	108.00
817-26-106	2716 MIRA BELLA CIR	108.00	1	108.00

Slight variances may occur due to rounding

City of Morgan Hill
Jackson Meadows #6
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
817-26-107	2712 MIRA BELLA CIR	108.00	1	108.00
817-26-108	2708 MIRA BELLA CIR	108.00	1	108.00
817-26-109	2704 MIRA BELLA CIR	108.00	1	108.00
817-26-110	2700 MIRA BELLA CIR	108.00	1	108.00
817-26-111	2848 MIRA BELLA CIR	108.00	1	108.00
817-26-112	2844 MIRA BELLA CIR	108.00	1	108.00
817-26-113	2840 MIRA BELLA CIR	108.00	1	108.00
817-26-114	2836 MIRA BELLA CIR	108.00	1	108.00
817-26-115	2832 MIRA BELLA CIR	108.00	1	108.00
817-26-116	2828 MIRA BELLA CIR	108.00	1	108.00
817-26-117	2824 MIRA BELLA CIR	108.00	1	108.00
817-26-118	16532 MIRA BELLA PL	108.00	1	108.00
817-26-119	16542 MIRA BELLA PL	108.00	1	108.00
817-26-120	16552 MIRA BELLA PL	108.00	1	108.00
817-26-122	16553 MIRA BELLA PL	108.00	1	108.00
817-26-123	16543 MIRA BELLA PL	108.00	1	108.00
817-26-124	16533 MIRA BELLA PL	108.00	1	108.00
817-26-125	16530 TRAIL DR	108.00	1	108.00
817-26-126	16540 TRAIL DR	108.00	1	108.00
817-26-127	16550 TRAIL DR	108.00	1	108.00
817-26-129	2761 MIRA BELLA CIR	108.00	1	108.00
817-26-130	2765 MIRA BELLA CIR	108.00	1	108.00
817-26-131	2769 MIRA BELLA CIR	108.00	1	108.00
817-26-132	2773 MIRA BELLA CIR	108.00	1	108.00
817-26-133	2777 MIRA BELLA CIR	108.00	1	108.00
817-26-134	2781 MIRA BELLA CIR	108.00	1	108.00
817-26-135	2785 MIRA BELLA CIR	108.00	1	108.00
817-26-136	2789 MIRA BELLA CIR	108.00	1	108.00
70 Accounts		\$7,560.00	70	\$7,560.00

Slight variances may occur due to rounding

City of Morgan Hill
Jackson Meadows #7
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
817-70-001	2880 VISTA DEL VALLE	\$100.00	1	\$100.00
817-70-002	2860 VISTA DEL VALLE	100.00	1	100.00
817-70-003	2840 VISTA DEL VALLE	100.00	1	100.00
817-70-004	2830 VISTA DEL VALLE	100.00	1	100.00
817-70-005	2745 TORO VISTA CT	100.00	1	100.00
817-70-006	2765 TORO VISTA CT	100.00	1	100.00
817-70-007	2785 TORO VISTA CT	100.00	1	100.00
817-70-008	2770 TORO VISTA CT	100.00	1	100.00
817-70-009	2750 TORO VISTA CT	100.00	1	100.00
817-70-017	2740 TORO VISTA CT	100.00	1	100.00
10 Accounts		\$1,000.00	10	\$1,000.00

City of Morgan Hill
La Grande Estates
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
767-45-032	795 LA GRANDE DR	\$88.00	1	\$88.00
767-45-033	15710 LA TIERRA DR	88.00	1	88.00
767-45-034	15695 LA TIERRA DR	88.00	1	88.00
767-45-037	15680 VIA CASTANA DR	88.00	1	88.00
767-45-038	15690 VIA CASTANA DR	88.00	1	88.00
767-45-039	15715 LA TIERRA DR	88.00	1	88.00
767-45-040	15720 LA TIERRA DR	88.00	1	88.00
767-45-041	15730 VIA CASTANA DR	88.00	1	88.00
767-45-042	15740 VIA CASTANA DR	88.00	1	88.00
767-45-043	15735 VIA CASTANA DR	88.00	1	88.00
767-45-044	15725 VIA CASTANA DR	88.00	1	88.00
767-45-045	811 LA TIERRA CT	88.00	1	88.00
767-45-046	821 LA TIERRA CT	88.00	1	88.00
767-45-047	831 LA TIERRA CT	88.00	1	88.00
767-45-048	841 LA TIERRA CT	88.00	1	88.00
767-45-049	851 LA TIERRA CT	88.00	1	88.00
767-45-050	861 LA TIERRA CT	88.00	1	88.00
767-45-051	856 LA TIERRA CT	88.00	1	88.00
767-45-052	846 LA TIERRA CT	88.00	1	88.00
767-45-053	836 LA TIERRA CT	88.00	1	88.00
767-45-054	826 LA TIERRA CT	88.00	1	88.00
767-45-055	816 LA TIERRA CT	88.00	1	88.00
767-45-056	806 LA TIERRA CT	88.00	1	88.00
767-45-057	15705 VIA CASTANA DR	88.00	1	88.00
767-45-058	15695 VIA CASTANA DR	88.00	1	88.00
767-45-059	815 VIA CASTANA CT	88.00	1	88.00
767-45-060	825 VIA CASTANA CT	88.00	1	88.00
767-45-061	835 VIA CASTANA CT	88.00	1	88.00
767-45-062	845 VIA CASTANA CT	88.00	1	88.00
767-45-063	850 VIA CASTANA CT	88.00	1	88.00
767-45-064	840 VIA CASTANA CT	88.00	1	88.00
767-45-065	830 VIA CASTANA CT	88.00	1	88.00
32 Accounts		\$2,816.00	32	\$2,816.00

Slight variances may occur due to rounding

**City of Morgan Hill
Lacrosse/Gera
Assessment Roll for Fiscal Year 2025/26**

Account Number	Address	Actual Rate	Units	Assessment Levy
767-46-001	15635 LA JOLLA DR	\$50.00	1	\$50.00
767-46-002	15615 LA JOLLA DR	50.00	1	50.00
767-46-003	15595 LA JOLLA DR	50.00	1	50.00
767-46-004	15555 LA JOLLA DR	50.00	1	50.00
767-46-005	15535 LA JOLLA DR	50.00	1	50.00
767-46-006	15515 LA JOLLA DR	50.00	1	50.00
767-46-007	15495 LA JOLLA DR	50.00	1	50.00
767-46-008	15475 LA JOLLA DR	50.00	1	50.00
767-46-009	200 LA AGUA CT	50.00	1	50.00
767-46-010	210 LA AGUA CT	50.00	1	50.00
767-46-011	225 LA AGUA CT	50.00	1	50.00
767-46-012	215 LA AGUA CT	50.00	1	50.00
767-46-013	205 LA AGUA CT	50.00	1	50.00
767-46-014	230 LA VIA AZUL CT	50.00	1	50.00
767-46-015	220 LA VIA AZUL CT	50.00	1	50.00
767-46-018	15620 LA JOLLA DR	50.00	1	50.00
767-46-019	15640 LA JOLLA DR	50.00	1	50.00
767-46-020	225 LA VIA AZUL CT	50.00	1	50.00
767-46-021	215 LA VIA AZUL CT	50.00	1	50.00
767-46-022	205 LA VIA AZUL CT	50.00	1	50.00
767-46-023	15560 LA JOLLA DR	50.00	1	50.00
767-46-024	210 LA VIA AZUL CT	50.00	1	50.00
767-46-025	203 LA VIA AZUL CT	50.00	1	50.00
767-46-026	15600 LA JOLLA DR	50.00	1	50.00
24 Accounts		\$1,200.00	24	\$1,200.00

Slight variances may occur due to rounding

City of Morgan Hill
Llagas Creek
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
764-49-002	18300 CHRISTEPH DR	\$343.00	1	\$343.00
764-49-003	18302 CHRISTEPH DR	343.00	1	343.00
764-49-004	18304 CHRISTEPH DR	343.00	1	343.00
764-49-005	18306 CHRISTEPH DR	343.00	1	343.00
764-49-006	18308 CHRISTEPH DR	343.00	1	343.00
764-49-007	18310 CHRISTEPH DR	343.00	1	343.00
764-49-008	18312 CHRISTEPH DR	343.00	1	343.00
764-49-009	18314 CHRISTEPH DR	343.00	1	343.00
764-49-010	18316 CHRISTEPH DR	343.00	1	343.00
764-49-011	18318 CHRISTEPH DR	343.00	1	343.00
764-49-012	600 KAY SPRINGS CT	343.00	1	343.00
764-49-013	604 KAY SPRINGS CT	343.00	1	343.00
764-49-014	608 KAY SPRINGS CT	343.00	1	343.00
764-49-015	612 KAY SPRINGS CT	343.00	1	343.00
764-49-016	616 KAY SPRINGS CT	343.00	1	343.00
764-49-017	619 KAY SPRINGS CT	343.00	1	343.00
764-49-018	623 KAY SPRINGS CT	343.00	1	343.00
764-49-019	627 KAY SPRINGS CT	343.00	1	343.00
764-49-020	18324 CHRISTEPH DR	343.00	1	343.00
764-49-021	18326 CHRISTEPH DR	343.00	1	343.00
764-49-022	632 ADAIR CT	343.00	1	343.00
764-49-023	635 ADAIR CT	343.00	1	343.00
764-49-024	637 ADAIR CT	343.00	1	343.00
764-49-025	639 ADAIR CT	343.00	1	343.00
764-49-026	18332 CHRISTEPH DR	343.00	1	343.00
764-50-001	18334 CHRISTEPH DR	343.00	1	343.00
764-50-002	18336 CHRISTEPH DR	343.00	1	343.00
764-50-003	654 LLAGAS VISTA DR	343.00	1	343.00
764-50-004	656 LLAGAS VISTA DR	343.00	1	343.00
764-50-005	658 LLAGAS VISTA DR	343.00	1	343.00
764-50-006	660 LLAGAS VISTA DR	343.00	1	343.00
764-50-007	662 LLAGAS VISTA DR	343.00	1	343.00
764-51-001	659 LLAGAS VISTA DR	343.00	1	343.00
764-51-004	18344 CHRISTEPH DR	343.00	1	343.00
764-51-005	18345 CHRISTEPH DR	343.00	1	343.00
764-51-010	18343 CHRISTEPH DR	343.00	1	343.00
764-51-011	18341 CHRISTEPH DR	343.00	1	343.00
764-51-012	651 LLAGAS VISTA DR	343.00	1	343.00
764-51-013	18412 LLAGAS CREEK DR	343.00	1	343.00
764-51-014	657 LLAGAS VISTA DR	343.00	1	343.00
764-51-015	655 LLAGAS VISTA DR	343.00	1	343.00
764-52-001	609 SERPENTINE CT	343.00	1	343.00

Slight variances may occur due to rounding

City of Morgan Hill
Llagas Creek
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
764-52-002	611 SERPENTINE CT	343.00	1	343.00
764-52-003	615 SERPENTINE CT	343.00	1	343.00
764-52-004	621 SERPENTINE CT	343.00	1	343.00
764-52-005	625 SERPENTINE CT	343.00	1	343.00
764-52-006	629 SERPENTINE CT	343.00	1	343.00
764-52-008	18400 LLAGAS CREEK DR	343.00	1	343.00
764-52-009	18402 LLAGAS CREEK DR	343.00	1	343.00
764-52-010	18404 LLAGAS CREEK DR	343.00	1	343.00
764-52-011	18406 LLAGAS CREEK DR	343.00	1	343.00
764-52-012	650 LLAGAS VISTA DR	343.00	1	343.00
764-52-013	18339 CHRISTEPH DR	343.00	1	343.00
764-52-014	18337 CHRISTEPH DR	343.00	1	343.00
764-52-015	18335 CHRISTEPH DR	343.00	1	343.00
764-52-016	18333 CHRISTEPH DR	343.00	1	343.00
764-52-017	18331 CHRISTEPH DR	343.00	1	343.00
764-52-018	18329 CHRISTEPH DR	343.00	1	343.00
764-52-019	18327 CHRISTEPH DR	343.00	1	343.00
764-52-020	18325 CHRISTEPH DR	343.00	1	343.00
764-52-021	18323 CHRISTEPH DR	343.00	1	343.00
764-52-022	18321 CHRISTEPH DR	343.00	1	343.00
764-52-023	610 SERPENTINE CT	343.00	1	343.00
764-52-024	614 SERPENTINE CT	343.00	1	343.00
764-52-025	618 SERPENTINE CT	343.00	1	343.00
764-52-026	622 SERPENTINE CT	343.00	1	343.00
764-52-027	626 SERPENTINE CT	343.00	1	343.00
764-52-028	630 SERPENTINE CT	343.00	1	343.00
764-53-003	18300 LLAGAS CT	343.00	1	343.00
764-53-004	18305 LLAGAS CT	343.00	1	343.00
764-53-005	18303 LLAGAS CT	343.00	1	343.00
71 Accounts		\$24,353.00	71	\$24,353.00

Slight variances may occur due to rounding

City of Morgan Hill
Llagas/Obata
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
764-23-032	300 BERKSHIRE DR	\$450.00	1	\$450.00
764-23-033	290 BERKSHIRE DR	450.00	1	450.00
764-23-034	280 BERKSHIRE DR	450.00	1	450.00
764-23-035	270 BERKSHIRE DR	450.00	1	450.00
764-23-036	260 BERKSHIRE DR	450.00	1	450.00
5 Accounts		\$2,250.00	5	\$2,250.00

City of Morgan Hill
Mill Creek
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
767-47-001	380 VIA LARGO CT	\$285.00	1	\$285.00
767-47-002	390 VIA LARGO CT	285.00	1	285.00
767-47-003	400 VIA LARGO CT	285.00	1	285.00
767-47-004	410 VIA LARGO CT	285.00	1	285.00
767-47-005	420 VIA LARGO CT	285.00	1	285.00
767-47-006	415 VIA LARGO CT	285.00	1	285.00
767-47-007	405 VIA LARGO CT	285.00	1	285.00
767-47-008	385 VIA LARGO CT	285.00	1	285.00
767-47-009	15325 LA ARBOLEDA WAY	285.00	1	285.00
767-47-010	15335 LA ARBOLEDA WAY	285.00	1	285.00
767-47-011	15345 LA ARBOLEDA WAY	285.00	1	285.00
767-47-012	15355 LA ARBOLEDA WAY	285.00	1	285.00
767-47-013	15363 VIA DE NINOS	285.00	1	285.00
767-47-014	15367 VIA DE NINOS	285.00	1	285.00
767-47-015	15371 VIA DE NINOS	285.00	1	285.00
767-47-016	15375 VIA DE NINOS	285.00	1	285.00
767-47-017	15379 VIA DE NINOS	285.00	1	285.00
767-47-018	15383 VIA DE NINOS	285.00	1	285.00
767-47-019	15387 VIA DE NINOS	285.00	1	285.00
767-47-020	15372 VIA DE NINOS	285.00	1	285.00
767-47-021	15368 VIA DE NINOS	285.00	1	285.00
767-47-022	15364 VIA DE NINOS	285.00	1	285.00
767-47-023	15360 VIA DE NINOS	285.00	1	285.00
767-47-029	319 VIA NAVONA	285.00	1	285.00
767-47-030	329 VIA NAVONA	285.00	1	285.00
767-47-031	339 VIA NAVONA	285.00	1	285.00
767-47-032	349 VIA NAVONA	285.00	1	285.00
767-47-033	359 VIA NAVONA	285.00	1	285.00
767-47-034	369 VIA NAVONA	285.00	1	285.00
767-47-035	379 VIA NAVONA	285.00	1	285.00
767-47-036	15380 VIA DE NINOS	285.00	1	285.00
767-47-037	384 VIA NAVONA	285.00	1	285.00
767-47-038	374 VIA NAVONA	285.00	1	285.00
767-47-039	364 VIA NAVONA	285.00	1	285.00
767-47-040	354 VIA NAVONA	285.00	1	285.00
767-47-041	344 VIA NAVONA	285.00	1	285.00
767-47-042	334 VIA NAVONA	285.00	1	285.00
767-47-043	324 VIA NAVONA	285.00	1	285.00
767-47-044	15435 LA JOLLA DR	285.00	1	285.00
767-47-045	15415 LA JOLLA DR	285.00	1	285.00
767-47-046	327 LA VELA CT	285.00	1	285.00
767-47-047	337 LA VELA CT	285.00	1	285.00

Slight variances may occur due to rounding

City of Morgan Hill
Mill Creek
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
767-47-048	347 LA VELA CT	285.00	1	285.00
767-47-049	357 LA VELA CT	285.00	1	285.00
767-47-050	367 LA VELA CT	285.00	1	285.00
767-47-051	352 LA VELA CT	285.00	1	285.00
767-47-052	342 LA VELA CT	285.00	1	285.00
767-47-053	332 LA VELA CT	285.00	1	285.00
767-47-054	322 LA VELA CT	285.00	1	285.00
767-47-055	312 LA VELA CT	285.00	1	285.00
767-47-057	315 VIA LARGO	285.00	1	285.00
767-47-058	325 VIA LARGO	285.00	1	285.00
767-47-059	335 VIA LARGO	285.00	1	285.00
767-47-060	345 VIA LARGO	285.00	1	285.00
767-47-061	355 VIA LARGO	285.00	1	285.00
767-47-062	365 VIA LARGO	285.00	1	285.00
767-47-063	370 VIA LARGO	285.00	1	285.00
767-47-064	360 VIA LARGO	285.00	1	285.00
767-47-065	350 VIA LARGO	285.00	1	285.00
767-47-066	340 VIA LARGO	285.00	1	285.00
767-47-067	330 VIA LARGO	285.00	1	285.00
767-47-068	320 VIA LARGO	285.00	1	285.00
767-47-069	15355 LA JOLLA DR	285.00	1	285.00
767-47-070	15335 LA JOLLA DR	285.00	1	285.00
767-47-071	15315 LA JOLLA DR	285.00	1	285.00
767-47-072	15295 LA JOLLA DR	285.00	1	285.00
767-47-073	15275 LA JOLLA DR	285.00	1	285.00
767-47-074	15255 LA JOLLA DR	285.00	1	285.00
767-47-075	15359 VIA DE NINOS	285.00	1	285.00
767-47-076	15370 LA ARBOLEDA WAY	285.00	1	285.00
767-47-077	15380 LA ARBOLEDA WAY	285.00	1	285.00
767-47-078	15390 LA ARBOLEDA WAY	285.00	1	285.00
767-47-079	15400 LA ARBOLEDA WAY	285.00	1	285.00
767-47-080	15410 LA ARBOLEDA WAY	285.00	1	285.00
767-47-081	15420 LA ARBOLEDA WAY	285.00	1	285.00
767-47-082	15430 LA ARBOLEDA WAY	285.00	1	285.00
767-47-083	15435 LA ARBOLEDA WAY	285.00	1	285.00
767-47-084	15425 LA ARBOLEDA WAY	285.00	1	285.00
767-47-085	15415 LA ARBOLEDA WAY	285.00	1	285.00
767-47-086	15405 LA ARBOLEDA WAY	285.00	1	285.00
767-47-087	15395 LA ARBOLEDA WAY	285.00	1	285.00
767-47-088	15385 LA ARBOLEDA WAY	285.00	1	285.00
767-47-089	15375 LA ARBOLEDA WAY	285.00	1	285.00
767-47-090	15365 LA ARBOLEDA WAY	285.00	1	285.00

Slight variances may occur due to rounding

City of Morgan Hill
Mill Creek
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
84 Accounts		\$23,940.00	84	\$23,940.00

City of Morgan Hill
Oak Creek I, II, III
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
779-51-001	14700 EXCALIBER DR	\$425.00	1	\$425.00
779-51-002	14704 EXCALIBER DR	425.00	1	425.00
779-51-003	14708 EXCALIBER DR	425.00	1	425.00
779-51-004	14712 EXCALIBER DR	425.00	1	425.00
779-51-005	14716 EXCALIBER DR	425.00	1	425.00
779-51-006	14720 EXCALIBER DR	425.00	1	425.00
779-51-007	14724 EXCALIBER DR	425.00	1	425.00
779-51-008	14728 EXCALIBER DR	425.00	1	425.00
779-51-009	14732 EXCALIBER DR	425.00	1	425.00
779-51-010	14736 EXCALIBER DR	425.00	1	425.00
779-51-011	14737 EXCALIBER DR	425.00	1	425.00
779-51-012	923 PRANCER CT	425.00	1	425.00
779-51-013	927 PRANCER CT	425.00	1	425.00
779-51-014	931 PRANCER CT	425.00	1	425.00
779-51-015	935 PRANCER CT	425.00	1	425.00
779-51-016	930 PRANCER CT	425.00	1	425.00
779-51-017	926 PRANCER CT	425.00	1	425.00
779-51-018	922 PRANCER CT	425.00	1	425.00
779-51-019	918 PRANCER CT	425.00	1	425.00
779-51-020	14725 EXCALIBER DR	425.00	1	425.00
779-51-021	14721 EXCALIBER DR	425.00	1	425.00
779-51-022	14717 EXCALIBER DR	425.00	1	425.00
779-51-023	14713 EXCALIBER DR	425.00	1	425.00
779-51-024	921 WHITE CLOUD DR	425.00	1	425.00
779-51-030	14791 EXCALIBER DR	425.00	1	425.00
779-51-031	14787 EXCALIBER DR	425.00	1	425.00
779-51-032	14783 EXCALIBER DR	425.00	1	425.00
779-51-033	14779 EXCALIBER DR	425.00	1	425.00
779-51-034	14775 EXCALIBER DR	425.00	1	425.00
779-51-035	14771 EXCALIBER DR	425.00	1	425.00
779-51-036	14767 EXCALIBER DR	425.00	1	425.00
779-51-037	14763 EXCALIBER DR	425.00	1	425.00
779-51-038	14755 EXCALIBER DR	425.00	1	425.00
779-51-039	14740 EXCALIBER DR	425.00	1	425.00
779-51-040	14744 EXCALIBER DR	425.00	1	425.00
779-51-041	14748 EXCALIBER DR	425.00	1	425.00
779-51-042	14752 EXCALIBER DR	425.00	1	425.00
779-51-043	14756 EXCALIBER DR	425.00	1	425.00
779-51-044	14760 EXCALIBER DR	425.00	1	425.00
779-51-045	14764 EXCALIBER DR	425.00	1	425.00
779-51-046	14768 EXCALIBER DR	425.00	1	425.00
779-51-047	14772 EXCALIBER DR	425.00	1	425.00

Slight variances may occur due to rounding

City of Morgan Hill
Oak Creek I, II, III
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
779-51-048	14776 EXCALIBER DR	425.00	1	425.00
779-51-049	14780 EXCALIBER DR	425.00	1	425.00
779-51-050	14784 EXCALIBER DR	425.00	1	425.00
779-51-051	14788 EXCALIBER DR	425.00	1	425.00
779-51-052	14792 EXCALIBER DR	425.00	1	425.00
779-51-053	14796 EXCALIBER DR	425.00	1	425.00
779-51-054	14800 EXCALIBER DR	425.00	1	425.00
779-52-004	939 WHITE CLOUD DR	425.00	1	425.00
779-52-005	943 WHITE CLOUD DR	425.00	1	425.00
779-52-006	947 WHITE CLOUD DR	425.00	1	425.00
779-52-007	951 WHITE CLOUD DR	425.00	1	425.00
779-52-008	955 WHITE CLOUD DR	425.00	1	425.00
779-52-009	959 WHITE CLOUD DR	425.00	1	425.00
779-52-010	963 WHITE CLOUD DR	425.00	1	425.00
779-52-011	968 WHITE CLOUD DR	425.00	1	425.00
779-52-012	964 WHITE CLOUD DR	425.00	1	425.00
779-52-013	960 WHITE CLOUD DR	425.00	1	425.00
779-52-014	956 WHITE CLOUD DR	425.00	1	425.00
779-52-015	952 WHITE CLOUD DR	425.00	1	425.00
779-52-016	948 WHITE CLOUD DR	425.00	1	425.00
779-52-017	944 WHITE CLOUD DR	425.00	1	425.00
779-52-018	940 WHITE CLOUD DR	425.00	1	425.00
779-52-019	936 WHITE CLOUD DR	425.00	1	425.00
779-52-020	932 WHITE CLOUD DR	425.00	1	425.00
779-52-021	14707 WHITE CLOUD CT	425.00	1	425.00
779-52-022	14711 WHITE CLOUD CT	425.00	1	425.00
779-52-023	14715 WHITE CLOUD CT	425.00	1	425.00
779-52-024	14719 WHITE CLOUD CT	425.00	1	425.00
779-52-025	14723 WHITE CLOUD CT	425.00	1	425.00
779-52-026	14727 WHITE CLOUD CT	425.00	1	425.00
779-52-027	14722 WHITE CLOUD CT	425.00	1	425.00
779-52-028	14718 WHITE CLOUD CT	425.00	1	425.00
779-52-029	14714 WHITE CLOUD CT	425.00	1	425.00
779-52-030	14710 WHITE CLOUD CT	425.00	1	425.00
779-52-031	14706 WHITE CLOUD CT	425.00	1	425.00
779-52-032	14702 WHITE CLOUD CT	425.00	1	425.00
779-52-033	928 WHITE CLOUD DR	425.00	1	425.00
779-52-034	924 WHITE CLOUD DR	425.00	1	425.00
779-52-035	920 WHITE CLOUD DR	425.00	1	425.00
779-52-037	1020 WHITE CLOUD DR	425.00	1	425.00
779-52-038	1016 WHITE CLOUD DR	425.00	1	425.00
779-52-039	1014 WHITE CLOUD DR	425.00	1	425.00

Slight variances may occur due to rounding

City of Morgan Hill
Oak Creek I, II, III
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
779-52-040	1010 WHITE CLOUD DR	425.00	1	425.00
779-52-041	1000 WHITE CLOUD DR	425.00	1	425.00
779-52-047	984 WHITE CLOUD DR	425.00	1	425.00
779-52-055	975 WHITE CLOUD DR	425.00	1	425.00
779-52-056	960 SKIP AWAY CT	425.00	1	425.00
779-52-057	956 SKIP AWAY CT	425.00	1	425.00
779-52-058	952 SKIP AWAY CT	425.00	1	425.00
779-52-059	948 SKIP AWAY CT	425.00	1	425.00
779-52-060	944 SKIP AWAY CT	425.00	1	425.00
779-52-061	940 SKIP AWAY CT	425.00	1	425.00
779-52-062	939 SKIP AWAY CT	425.00	1	425.00
779-52-063	943 SKIP AWAY CT	425.00	1	425.00
779-52-064	947 SKIP AWAY CT	425.00	1	425.00
779-52-065	951 SKIP AWAY CT	425.00	1	425.00
779-52-066	955 SKIP AWAY CT	425.00	1	425.00
779-52-067	959 SKIP AWAY CT	425.00	1	425.00
779-52-068	985 WHITE CLOUD DR	425.00	1	425.00
779-52-069	995 WHITE CLOUD DR	425.00	1	425.00
779-52-070	999 WHITE CLOUD DR	425.00	1	425.00
779-52-071	1001 WHITE CLOUD DR	425.00	1	425.00
779-52-072	1009 WHITE CLOUD DR	425.00	1	425.00
779-52-073	1015 WHITE CLOUD DR	425.00	1	425.00
779-52-074	1019 WHITE CLOUD DR	425.00	1	425.00
779-52-075	970 WHITE CLOUD DR	425.00	1	425.00
779-52-076	972 WHITE CLOUD DR	425.00	1	425.00
779-52-077	974 WHITE CLOUD DR	425.00	1	425.00
779-52-078	976 WHITE CLOUD DR	425.00	1	425.00
779-52-079	978 WHITE CLOUD DR	425.00	1	425.00
779-52-080	980 WHITE CLOUD DR	425.00	1	425.00
779-52-081	982 WHITE CLOUD DR	425.00	1	425.00
779-52-082	986 WHITE CLOUD DR	425.00	1	425.00
779-52-083	988 WHITE CLOUD DR	425.00	1	425.00
779-52-084	990 WHITE CLOUD DR	425.00	1	425.00
779-52-085	994 WHITE CLOUD DR	425.00	1	425.00
779-52-086	998 WHITE CLOUD DR	425.00	1	425.00
119 Accounts		\$50,575.00	119	\$50,575.00

Slight variances may occur due to rounding

City of Morgan Hill
Rosehaven
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
817-10-005	705 BARRETT AVE	\$400.00	1	\$400.00
817-10-006	715 BARRETT AVE	400.00	1	400.00
817-10-007	725 BARRETT AVE	400.00	1	400.00
817-10-008	735 BARRETT AVE	400.00	1	400.00
817-10-010	745 BARRETT AVE	400.00	1	400.00
817-10-011	755 BARRETT AVE	400.00	2	800.00
817-10-012	16300 SAN RAMON DR	400.00	1	400.00
817-10-013	16310 SAN RAMON DR	400.00	1	400.00
817-10-014	16320 SAN RAMON DR	400.00	1	400.00
817-10-015	710 SAN RAMON CT	400.00	1	400.00
817-10-016	720 SAN RAMON CT	400.00	1	400.00
817-10-017	730 SAN RAMON CT	400.00	1	400.00
817-10-018	735 SAN RAMON CT	400.00	1	400.00
817-10-019	725 SAN RAMON CT	400.00	1	400.00
817-10-020	715 SAN RAMON CT	400.00	1	400.00
817-10-021	16340 SAN RAMON DR	400.00	2	800.00
817-10-022	724 SAN CRISTOVAL CT	400.00	1	400.00
817-10-023	726 SAN CRISTOVAL CT	400.00	1	400.00
817-10-024	16350 SAN RAMON DR	400.00	1	400.00
817-10-025	16360 SAN RAMON DR	400.00	1	400.00
817-10-026	16375 SAN RAMON DR	400.00	2	800.00
817-10-027	16365 SAN RAMON DR	400.00	1	400.00
817-10-028	16355 SAN RAMON DR	400.00	1	400.00
817-10-029	16345 SAN RAMON DR	400.00	1	400.00
24 Accounts		\$9,600.00	27	\$10,800.00

Slight variances may occur due to rounding

City of Morgan Hill
Sandalwood
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
728-11-027	17237 SANDALWOOD WAY	\$450.00	1	\$450.00
728-11-028	17227 SANDALWOOD WAY	450.00	1	450.00
728-11-029	17217 SANDALWOOD WAY	450.00	1	450.00
728-11-030	17207 SANDALWOOD WAY	450.00	1	450.00
728-11-031	17197 SANDALWOOD WAY	450.00	1	450.00
728-11-032	17187 SANDALWOOD WAY	450.00	1	450.00
728-11-033	17177 SANDALWOOD WAY	450.00	1	450.00
728-11-034	17212 SANDALWOOD WAY	450.00	1	450.00
728-11-035	17222 SANDALWOOD WAY	450.00	1	450.00
728-11-036	17224 SANDALWOOD WAY	450.00	1	450.00
728-11-037	17232 SANDALWOOD WAY	450.00	1	450.00
11 Accounts		\$4,950.00	11	\$4,950.00

City of Morgan Hill
Sparhawk
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
764-31-025	635 EAGLE SPRINGS CT	\$500.00	1	\$500.00
764-31-026	645 EAGLE SPRINGS CT	500.00	1	500.00
764-31-027	655 EAGLE SPRINGS CT	500.00	1	500.00
764-31-028	640 EAGLE SPRINGS CT	500.00	1	500.00
764-31-029	18241 LLAGAS CREEK DR	500.00	1	500.00
764-31-030	18231 LLAGAS CREEK DR	500.00	1	500.00
764-31-031	635 SPARHAWK DR	500.00	1	500.00
764-31-032	645 SPARHAWK DR	500.00	1	500.00
764-31-033	655 SPARHAWK DR	500.00	1	500.00
764-31-034	665 SPARHAWK DR	500.00	1	500.00
764-31-035	660 SPARHAWK DR	500.00	1	500.00
764-31-036	650 SPARHAWK DR	500.00	1	500.00
764-31-037	640 SPARHAWK DR	500.00	1	500.00
764-31-038	18211 SPARHAWK WAY	500.00	1	500.00
764-31-039	18212 SPARHAWK WAY	500.00	1	500.00
764-31-040	18216 SPARHAWK WAY	500.00	1	500.00
764-31-041	630 SPARHAWK DR	500.00	1	500.00
764-31-042	620 SPARHAWK DR	500.00	1	500.00
18 Accounts		\$9,000.00	18	\$9,000.00

Slight variances may occur due to rounding

City of Morgan Hill
Stone Creek
Assessment Roll for Fiscal Year 2025/26

Account Number	Address	Actual Rate	Units	Assessment Levy
726-06-016	530 DIANA AVE	\$388.46	1	\$388.46
726-06-017	540 DIANA AVE	388.46	1	388.46
726-06-018	550 DIANA AVE	388.46	1	388.46
726-06-019	560 DIANA AVE	388.46	1	388.46
726-06-020	570 DIANA AVE	388.46	1	388.46
726-06-021	580 DIANA AVE	388.46	1	388.46
726-06-022	17285 ROSEMARY CIR	388.46	1	388.46
726-06-023	17275 ROSEMARY CIR	388.46	1	388.46
726-06-024	17265 ROSEMARY CIR	388.46	1	388.46
726-06-025	17255 ROSEMARY CIR	388.46	1	388.46
726-06-026	17245 ROSEMARY CIR	388.46	1	388.46
726-06-027	17235 ROSEMARY CIR	388.46	1	388.46
726-06-028	17200 ROSEMARY CIR	388.46	1	388.46
726-06-029	17190 ROSEMARY CIR	388.46	1	388.46
726-06-030	17180 ROSEMARY CIR	388.46	1	388.46
726-06-034	17135 ROSEMARY CIR	388.46	1	388.46
726-06-035	17125 ROSEMARY CIR	388.46	1	388.46
726-06-036	17115 ROSEMARY CIR	388.46	1	388.46
726-06-037	17105 ROSEMARY CIR	388.46	1	388.46
726-06-038	17100 ROSEMARY CIR	388.46	1	388.46
726-06-044	17150 ROSEMARY CIR	388.46	1	388.46
726-06-045	17160 ROSEMARY CIR	388.46	1	388.46
726-06-046	17170 ROSEMARY CIR	388.46	1	388.46
726-06-047	17205 ROSEMARY CIR	388.46	1	388.46
726-06-048	17195 ROSEMARY CIR	388.46	1	388.46
726-06-049	17185 ROSEMARY CIR	388.46	1	388.46
726-06-050	17175 ROSEMARY CIR	388.46	1	388.46
726-06-051	17165 ROSEMARY CIR	388.46	1	388.46
726-06-052	17155 ROSEMARY CIR	388.46	1	388.46
726-06-053	17145 ROSEMARY CIR	388.46	1	388.46
726-06-054	17110 ROSEMARY CIR	388.46	1	388.46
726-06-055	17120 ROSEMARY CIR	388.46	1	388.46
726-06-056	17130 ROSEMARY CIR	388.46	1	388.46
726-06-057	17147 ST ANTHONY DR	388.46	1	388.46
726-06-058	17148 ST ANTHONY DR	388.46	1	388.46
35 Accounts		\$13,596.10	35	\$13,596.10

Slight variances may occur due to rounding

**City of Morgan Hill
Sunnyside/Stonegate
Assessment Roll for Fiscal Year 2025/26**

Account Number	Address	Actual Rate	Units	Assessment Levy
773-31-034	1025 STONE GATE CT	\$375.00	1	\$375.00
773-31-035	1035 STONE GATE CT	375.00	1	375.00
773-31-036	1045 STONE GATE CT	375.00	1	375.00
773-31-037	1050 STONE GATE CT	375.00	1	375.00
773-31-038	1040 STONE GATE CT	375.00	1	375.00
773-31-039	1030 STONE GATE CT	375.00	1	375.00
773-31-040	1020 STONE GATE CT	375.00	1	375.00
773-31-043	1005 STONE GATE CT	375.00	1	375.00
773-31-044	1015 STONE GATE CT	375.00	1	375.00
773-31-045	1021 STONE GATE CT	375.00	1	375.00
10 Accounts		\$3,750.00	10	\$3,750.00
745 Total Accounts		\$212,250.81	748	\$213,449.42

7. HISTORICAL ACTUAL ASSESSMENT RATES

The historical actual assessment rates levied per Zone are identified on the following pages.

**City of Morgan Hill
Landscape Assessment District No. 1**

Actual Historical Assessment Rates Per Zone

Zone	Belle Estates	Chang/ Bertelone	Conte Gardens	Diana Estates	Fox Hollow/ Murphy Sp.	Hamilton Square	Jackson Meadows #6	Jackson Meadows #7	La Grande Estates	Lacrosse/ Gera
Annexation Number	93-03	93-05	92-10	94-01	Original	94-03	93-06	91-03	95-03	91-04
Original Rate	\$502.22	\$1,215.00	\$477.82	\$139.39	\$106.15	\$425.54	\$108.10	\$314.58	\$88.00	\$142.99
Unit Count	36	8	11	64	75	38	70	10	32	24
1991/92	-	-	-	\$139.39	-	-	-	\$314.58	-	\$142.99
1992/93	-	-	-	-	-	-	-	-	-	-
1993/94	-	-	-	69.80	-	-	-	77.35	-	8.93
1994/95	-	-	-	69.80	\$106.15	-	-	77.35	-	8.93
1995/96	\$502.00	\$1,215.00	\$285.98	54.14	79.92	\$425.54	\$108.10	88.66	-	8.93
1996/97	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1997/98	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1998/99	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1999/00	147.81	8.93	477.82	81.03	49.11	399.71	108.10	314.50	\$88.00	8.93
2000/01	147.81	8.93	477.82	81.03	49.11	399.71	108.10	314.50	88.00	8.93
2001/02	147.80	8.92	477.82	54.80	49.10	399.70	86.38	314.50	88.00	8.92
2002/03	147.80	8.92	477.82	70.00	101.10	399.70	104.18	314.50	88.00	8.92
2003/04	175.00	8.92	477.82	80.00	101.10	399.70	104.18	314.50	88.00	8.92
2004/05	180.00	8.92	477.82	80.00	101.10	399.70	108.10	314.50	88.00	8.92
2005/06	180.00	94.92	477.82	105.00	141.10	399.70	108.10	314.50	88.00	8.92
2006/07	180.00	94.92	477.82	105.00	141.10	399.70	108.10	314.50	88.00	8.92
2007/08	194.00	94.92	477.82	135.00	141.10	399.70	108.10	314.50	88.00	8.92
2008/09	234.00	94.92	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2009/10	234.00	200.00	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2010/11	234.00	300.00	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2011/12	282.00	400.00	477.82	139.39	168.48	425.54	108.10	314.50	88.00	50.00
2012/13	282.00	400.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2013/14	320.00	500.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2014/15	320.00	500.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2015/16	320.00	550.00	400.00	139.39	173.53	425.54	108.00	140.00	88.00	50.00
2016/17	320.00	550.00	400.00	139.39	173.53	425.54	108.00	100.00	88.00	50.00
2017/18	320.00	550.00	400.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2018/19	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2019/20	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2020/21	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2021/22	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2022/23	310.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2023/24	310.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2024/25	310.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2025/26	310.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00

**City of Morgan Hill
Landscape Assessment District No. 1**

Actual Historical Assessment Rates Per Zone

Zone	Llajas Creek Estates	Llajas/Obata	Mill Creek	Oak Creek	Parsons Corner	Rose Haven	Sandalwood	Sparhawk	Stone Creek	Sunnyside/Stone Gate
Annexation Number	91-05	91-07	93-01	94-04	95-02	95-01	96-01	91-06	94-02	91-01
Original Rate	\$140.84	\$629.16	\$186.82	\$453.82	\$568.32	\$488.47	\$192.39	\$174.77	\$306.66	\$449.40
Unit Count	71	5	84	119	10	27	11	18	35	10
1991/92	\$140.85	\$629.16	-	-	-	-	-	\$174.77	-	\$449.40
1992/93	-	-	-	-	-	-	-	-	-	-
1993/94	19.13	335.37	-	-	-	-	-	93.03	-	15.05
1994/95	19.13	15.05	-	-	-	-	-	308.84	-	15.04
1995/96	76.60	15.05	\$186.82	\$453.82	-	-	-	226.46	\$306.66	15.04
1996/97	59.54	8.93	64.57	47.67	\$568.32	\$488.47	-	147.33	146.66	8.93
1997/98	59.54	8.93	64.57	47.67	457.40	189.73	-	147.33	146.66	8.93
1998/99	59.54	8.93	64.57	337.09	457.40	189.73	-	147.33	146.66	8.93
1999/00	140.85	8.93	95.83	320.52	457.40	189.73	\$192.36	147.33	275.00	8.93
2000/01	140.85	8.93	158.64	245.16	457.40	189.73	192.36	147.33	275.00	8.93
2001/02	105.86	8.92	158.64	150.00	457.40	189.72	192.36	147.32	275.00	8.92
2002/03	140.00	8.92	182.64	250.00	300.00	300.00	192.36	147.32	275.00	275.00
2003/04	140.00	8.92	120.00	300.00	300.00	300.00	192.36	147.32	275.00	192.50
2004/05	140.00	8.92	120.00	300.00	300.00	300.00	192.36	147.32	306.66	192.50
2005/06	190.00	53.92	138.00	300.00	430.00	300.00	192.36	202.32	306.66	332.50
2006/07	190.00	53.92	138.00	300.00	430.00	300.00	192.36	202.32	306.66	332.50
2007/08	190.00	53.92	168.00	300.00	460.00	330.00	192.36	208.38	306.66	332.50
2008/09	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2009/10	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2010/11	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2011/12	195.70	53.92	186.82	350.00	250.00	450.00	192.36	241.58	306.66	332.50
2012/13	195.70	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	332.50
2013/14	233.67	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	412.50
2014/15	233.67	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	412.50
2015/16	233.67	143.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	375.00
2016/17	233.67	143.92	186.82	350.00	250.00	488.00	192.36	248.82	388.46	375.00
2017/18	233.67	143.92	186.82	350.00	250.00	488.00	192.36	248.82	388.46	375.00
2018/19	233.67	400.00	186.82	350.00	250.00	400.00	450.00	248.82	388.46	375.00
2019/20	233.67	400.00	186.82	350.00	0.00	400.00	450.00	248.82	388.46	375.00
2020/21	233.67	400.00	285.00	350.00	0.00	400.00	450.00	248.82	388.46	375.00
2021/22	233.67	400.00	285.00	350.00	0.00	400.00	450.00	248.82	388.46	375.00
2022/23	233.67	400.00	285.00	425.00	0.00	400.00	450.00	334.00	388.46	375.00
2023/24	233.67	450.00	285.00	425.00	0.00	400.00	450.00	334.00	388.46	375.00
2024/25	233.67	450.00	285.00	425.00	0.00	400.00	450.00	500.00	388.46	375.00
2025/26	343.00	450.00	285.00	425.00	0.00	400.00	450.00	500.00	388.46	375.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR THE CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025/26

WHEREAS, the City Council of the City of Morgan Hill (hereafter referred to as the “City Council”) previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the City of Morgan Hill (the “City”) Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name of said district to the City of Morgan Hill Landscape Assessment District No. 1 (the “Assessment District”); and,

WHEREAS, the City has retained NBS for the purposes of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Report; and

WHEREAS, NBS has not been required to update the Annual Report since the City Council’s preliminary approval on May 21st 2025; and

WHEREAS, the City Council has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

WHEREAS, notice of such Public Hearing was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the aforementioned notice the City Council held and conducted such Public Hearing, and considered all objections to the assessment.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:

- 1. Final Approval of Report:** The City Council approves the Annual Report concerning the levy of assessments for the fiscal year commencing July 1, 2025 and ending June 30, 2026.
- 2. Confirmation of Assessment and Diagram:** The City Council hereby confirms the assessment and the diagram as is described in full detail in the Annual Report on file with the City Clerk.

- 3. **Levy of Assessment:** Pursuant to Section 22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2025 and ending June 30, 2026.
- 4. **Ordering of the Levy:** The City Council hereby orders NBS to prepare and submit the levy of assessments to Santa Clara County for placement on the Fiscal Year 2025/26 secured property tax roll.

PASSED, APPROVED AND ADOPTED by the City Council of Morgan Hill at a regular meeting held on the 18th day of June 2025.

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

ATTEST:

Mark Turner, Mayor

Michelle Bigelow, City Clerk

CERTIFICATION

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the City Council at the meeting held on June 18, 2025.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

Michelle Bigelow, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: June 18, 2025

PREPARED BY:

Chris Ghione, Public Services Director

APPROVED BY: City Manager

AUTHORIZE A CHANGE ORDER FOR THE ENERGY SERVICES CONTRACT WITH SYSERCO ENERGY SOLUTIONS, INC. TO THE CITYWIDE SOLAR SYSTEMS PROJECT FOR THE REPAIR OF THE CENTENNIAL RECREATION CENTER (CRC) SOLAR SYSTEM IN THE AMOUNT OF \$243,600

RECOMMENDATION(S)

1. Open and close the Public Hearing;
2. Authorize a Change Order for the repair of the CRC at a cost of \$243,600;
3. Adopt a resolution appropriating \$243,600 from the Building Replacement Fund (741); and
4. Adopt a resolution making findings in compliance with California Government Code Section 4217.12 on Energy Conservation Contracts.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment and Preserving Open Space and Agricultural Land
Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Climate Action Plan

REPORT NARRATIVE:

The solar system at the Centennial Recreation Center (CRC) was installed in 2011 and some of the key components have reached their end of life, are failing, and due for replacement. City staff have been working with several contractors for the last several months on replacing two inverters in the system. However, due to technology changes and the discontinuance of manufacturing of system components within the CRC solar system, the City has been unable to find a company that can make these repairs.

Due to the urgency in making the repairs to reduce increased energy expenses, City

staff reached out to Syserco Energy Solutions, which is currently designing and constructing solar for the City at multiple City facilities. Syserco has the experience and ability to design a retrofit of the system and construct that retrofit. The attached Change Order is for a design build contract designed to get the components of the CRC system replaced as quickly as possible. The attached change order also outlines the return on investment on the retrofit.

The current City contract for the Citywide Solar installation was procured using California Government Code sections 4217.10 to 4217.18, which would also be utilized in approving this Change Order. This section of the Government Code was created to establish a framework that allows public agencies, including cities, to implement energy efficiency, cogeneration, and alternative energy projects through performance contracts or other financial mechanisms. This code enables cities to enter into agreements with energy service companies to finance, design, construct, and/or maintain energy-saving improvements to public facilities. The key feature of the e-contracts is that the costs must be determined to be offset through energy savings achieved by the project, ensuring that the improvements deliver the expected financial and environmental benefits to the City. A resolution making the required findings is included in Attachment 3.

COMMUNITY ENGAGEMENT:

Inform/Involve

This project aligns with the City's Climate Action Plan, which was developed through extensive collaboration with the Community. It is also aligned with the City Council's Goal of Fiscal Sustainability to protect the expense-reducing solar systems at the CRC.

ALTERNATIVE ACTIONS:

The City Council could choose not to move forward with the Change Order at this time and direct staff to go through a formal design bid process. This would result in the City having a loss of at least four months of time and a cost savings of \$20,000, with no guarantee that the pricing would come in less than the proposed \$243,600.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 26, 2024, the City Council authorized an agreement with Syserco Energy Solutions, Inc. for the construction of the Citywide Solar Project.

FISCAL AND RESOURCE IMPACT:

An appropriation of funding from the Facilities Replacement Fund (741) is necessary to fund this project. Not funding the project will result in the loss of about \$60,000 annually in energy savings costs.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of city facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities.



Contract Change Order

Contract Number: _____
Contract Effective Date: _____
Change Order Number: _____
Change Order Effective Date: _____

All defined terms used in this Change Order are subject to the definitions in the Contract General Conditions.

Project

Project Title:	
Contractor/Firm:	

Summary of Change Order

Reason for change(s):	
Description of change(s):	
Incorporates Change Order Request Number(s):	
Change in Contract Price, if any, based on payment method (check one): <i>[See General Conditions Article 6]</i>	<input type="radio"/> Unit Pricing <input checked="" type="radio"/> Lump Sum \$ _____ <input type="radio"/> Time and Materials Not to exceed \$ _____

Cost

Time

<p>This Change Order will modify the Contract Price as follows (check one):</p> <p> <input type="radio"/> No change to Contract Price <input type="radio"/> Increase Contract Price by \$ _____ <input type="radio"/> Decrease Contract Price by \$ _____ </p> <p>The Contract Price is now:</p> <p>\$ _____</p>	<p>This Change Order will modify the Contract Time as follows (check one):</p> <p> <input type="radio"/> No change to Contract Time <input type="radio"/> Increase Contract Time by ___ calendar days <input type="radio"/> Decrease Contract Time by ___ calendar days </p> <p>The deadline for Final Completion is now:</p> <p>_____</p>
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Contract Change Order

Contract Number: _____
 Contract Effective Date: _____
 Change Order Number: _____
 Change Order Effective Date: _____

Change Order Reference Documents

Description of Document (e.g., bid schedule, schedule of values, Change Order, request, RFI, field directive, etc.)	Date	

CONTRACTOR CERTIFICATION: By signing below, Contractor agrees that:

- 1) Contractor will provide all labor, materials, equipment and services necessary to perform and timely complete the Work under this Change Order according to the Contract Documents and in an economic and efficient manner in the best interests of the City.
- 2) This Change Order constitutes full resolution, settlement, accord and satisfaction with respect to any and all pending or future Claims for modifications of Contract Price or extensions of Contract Time that were or may be asserted, or that could have been asserted, in connection with the Work covered by this Change Order.

FAILURE TO EXECUTE:
 If Contractor fails to promptly execute this Change Order within 10 days after it has been submitted for Contractor's signature, the City may unilaterally issue this Change Order pursuant to Article 6 of the Contract General Conditions. Contractor may dispute the terms of a unilaterally-issued Change Order, in whole or in part, by submitting a Claim within 15 days after the Change Order has been submitted and according to the dispute resolution procedures set forth in Article 12 of the Contract General Conditions. Contractor's failure to submit a timely Claim under those procedures will be deemed unqualified acceptance of this Change Order as if it were duly executed by Contractor, and any and all Claims regarding this Change Order are deemed waived.

Submitted to Contractor for execution on _____ By: _____
Date *Name/Title*

Accepted by Contractor:		Approved by the City of Morgan Hill:	
By:		By:	
Name:		Name:	Chris Ghione
Title:		Title:	Public Services Director
Date:		Date:	

Date of City Council approval (if required): _____, 20__
*Note: This Change Order requires City Council approval if the new Contract Price exceeds the total authorized funding for the Project (original contract award plus any approved contingency amount). *The City Manager must sign this Change Order if it increases the Contract Price by more than \$20,000 or if it reduces the Project contingency amount to less than 50% of the authorized amount.*

May 19, 2025

Chris Ghione, Assistant City Manager, Public Services
City of Morgan Hill
17575 Peak Ave.
Morgan Hill, CA 95037

Subject: Change Order Proposal for Replacement & Repair of Existing Solar PV Inverters at Centennial Recreation Center

Dear Mr. Ghione,

The City of Morgan Hill has demonstrated interest in repairing two (2) existing inverters for existing solar PV systems at the Centennial Recreation Center. This proposal outlines the Scope of Work to be included, upon approval of this proposal. It is our understanding that if approved, this work shall be considered a change order to existing contract between Syserco Energy Solutions, and the City of Morgan Hill, titled "City Multi Facility Solar Project." Please see attached Cash-Flow pro forma, which details the calculated energy savings that will be realized by the City, at the completion of this work. Also attached is a Preliminary Project Schedule, for your reference.

Scope of Work

1. Replace (2) Existing inverters on site (PV Powered PVP100kW and PV Powered PVP50kW) with (1) SMA SHP 125-US-21 inverter. A new circuit breaker will be installed in the existing AC combiner panel to accommodate this installation.
2. Install DC-DC converters on the existing concrete pad at the current inverters' location, along with all necessary balance of system equipment needed to intake existing DC string wiring feeding both existing inverters and output a single combined circuit to interface with new inverter. The circuits which will be intercepted (as identified on the site as-built single line diagram) are as follows:
 - a. B3, B4, C5, C6, C7, C8
3. The newly installed DC-DC conversion equipment will be as follows:
 - a. (4) Alencon SPOT-V7-1000 DC-DC converters
 - b. (4) Alencon FEED-H-10_P2FT-S2FT-PPD-PSF-FL DC disconnects
 - c. (1) Alencon Custom Junction Box to parallel DC-DC converters
 - d. (1) Alencon PODD communications and control device
 - i. (1) Alencon BOX-4-V2 Outdoor enclosure
4. Connect new inverter to existing ALSOEnergy DAS system and AC combiner panel.
5. Coordinate with utility to ensure approval of work and conformance with existing interconnection tariff.
6. Secure building permit for construction of system.



Assumed Conditions

1. The City shall provide all IT support required for the installation of solar PV and interface systems for this project.
2. All permit fees required for completion of the project are assumed to be waived by the city.
3. The City shall provide complete as-built plans for the existing PV system on site.
4. All elements of the existing PV system excluding the inverters to be replaced (modules, DC disconnect, AC combiner panel, etc.) are assumed to be in good working condition.
5. Existing concrete pad is assumed to have sufficient structural integrity to support replaced equipment.

Exclusions

1. Service upgrades, electrical service equipment, or new services.
2. Structural reinforcement of existing concrete pad.
3. Detailed system mapping to catalog as-built PV conditions (this is assumed to be provided in as-built PV plans to be provided by the City)
4. Adjustments to existing PV system not listed in the scope of work
5. Permit Fees (assumed to be waived by the city.)
6. Arc Fault Hazard Assessment.
7. Overcurrent Protection Coordination Studies.
8. Special inspections.

Pricing

Syserco Energy Solutions shall complete the Scope of Work, as detailed in this proposal for a price of \$243,600.

Savings

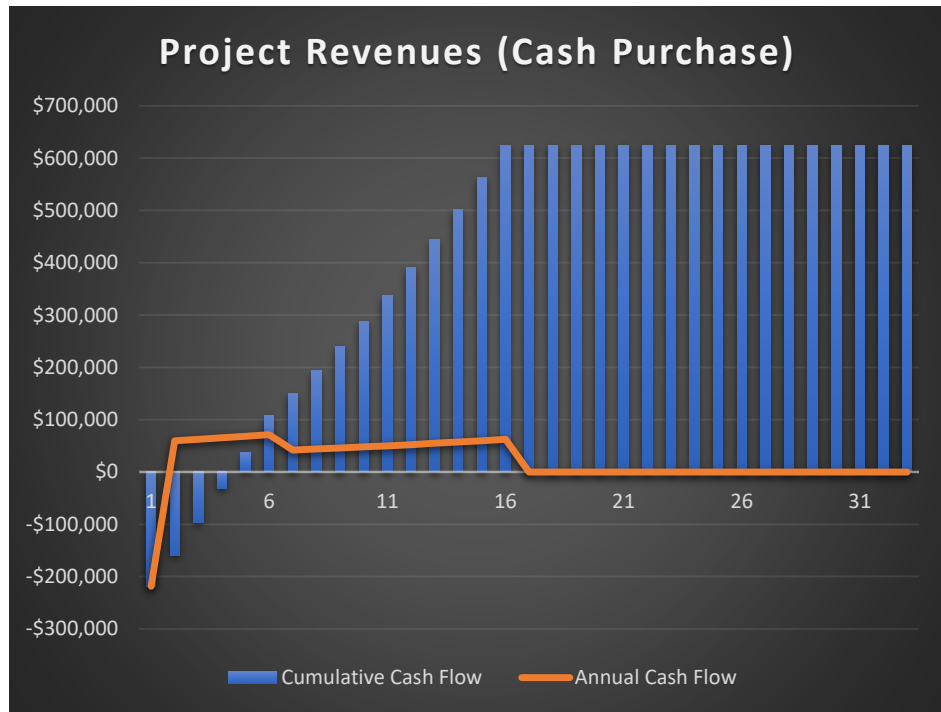
As per attached Cash Flow pro forma, the project is expected to generate enough utility savings to pay for the initial investment in ~4.5 years, while realizing an additional **NET Savings of ~\$624,708** through year 16.

Please signify acceptance of this Proposal by signing below.

Enclosures:

- ▶ Inverter Replacement Cash Flow (Cash Purchase)
- ▶ Preliminary Schedule

City of Morgan Hill - CRC Inverter Replacement	
Preliminary Cash Flow Analysis (Cash)	
Project Cost	\$243,600
Inflation Reduction Act (Solar)*	\$0
Other Incentives	\$0
<i>*IRA Solar Incentive is an Estimate - SES is not a Financial Advisor</i>	
Total Grants and Incentives	\$ -
PV Construction Duration (Years)	0
ECM Construction Duration (Years)	0
Annual Escalation of Electricity Cost	5.00%
Annual Escalation of O&M Cost/Savings	1.00%
Change Settings on TELP Page	



Year	Project Savings			Project Costs			Project Savings	Cash Position	
	Projected Energy Savings	Incentives	Projected O&M Savings	Total Program Savings	Project Payments	PV O&M and M&V Cost			Total Program Costs
Year 1 (6 Months)	\$25,121	\$0	\$0	\$25,121	\$243,600	\$0	\$243,600	-\$218,479	-\$218,479
Year 2	\$59,606	\$0	\$0	\$59,606	\$0	\$0	\$0	\$59,606	-\$158,873
Year 3	\$62,335	\$0	\$0	\$62,335	\$0	\$0	\$0	\$62,335	-\$96,538
Year 4	\$65,188	\$0	\$0	\$65,188	\$0	\$0	\$0	\$65,188	-\$31,350
Year 5	\$68,170	\$0	\$0	\$68,170	\$0	\$0	\$0	\$68,170	\$36,820
Year 6	\$71,288	\$0	\$0	\$71,288	\$0	\$0	\$0	\$71,288	\$108,108
Year 7	\$41,914	\$0	\$0	\$41,914	\$0	\$0	\$0	\$41,914	\$150,022
Year 8	\$43,829	\$0	\$0	\$43,829	\$0	\$0	\$0	\$43,829	\$193,851
Year 9	\$45,831	\$0	\$0	\$45,831	\$0	\$0	\$0	\$45,831	\$239,682
Year 10	\$47,924	\$0	\$0	\$47,924	\$0	\$0	\$0	\$47,924	\$287,606
Year 11	\$50,111	\$0	\$0	\$50,111	\$0	\$0	\$0	\$50,111	\$337,718
Year 12	\$52,398	\$0	\$0	\$52,398	\$0	\$0	\$0	\$52,398	\$390,116
Year 13	\$54,787	\$0	\$0	\$54,787	\$0	\$0	\$0	\$54,787	\$444,903
Year 14	\$57,285	\$0	\$0	\$57,285	\$0	\$0	\$0	\$57,285	\$502,188
Year 15	\$59,896	\$0	\$0	\$59,896	\$0	\$0	\$0	\$59,896	\$562,084
Year 16	\$62,624	\$0	\$0	\$62,624	\$0	\$0	\$0	\$62,624	\$624,708
Year 17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Year 33	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$624,708
Totals	\$868,308	\$0	\$0	\$868,308	\$243,600	\$0	\$243,600	\$624,708	

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2024-25 BUDGET IN THE BUILDING REPLACEMENT FUND (741) TO APPROPRIATE \$243,600.00

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the purchase described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled "Authorize a Change Order for the Energy Services Contract with Sysco Energy Solutions, Inc. to the Citywide System Project" submitted for City Council consideration at its meeting of June 18, 2025, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, recommended amendments are needed and proposed to the City's previously adopted Annual Budget for Fiscal Year 24-25, as set forth to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which meeting the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the activities allowed under this Resolution do not constitute a project under the provisions of the California Environmental Quality Act of 1970 and

WHEREAS, the City Council determines that the adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine, and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the City’s previously adopted Fiscal Year 24-25 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and
- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City’s Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 24-25 Budget of the City; and
- c. That the City Manager is hereby delegated authority to and is authorized to take all other ministerial actions that may be necessary or appropriate to implement the provisions of this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 18th day of June 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:

DATE: _____

Mark Turner, MAYOR

➤ **CERTIFICATION** ☞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No.XXXX , adopted by the City Council at the meeting held on June 18, 2025.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

Michelle Bigelow, CITY CLERK

EXHIBIT A

AGENDA BUDGET SCORECARD

FISCAL YEAR 2024-2025

ADJUSTMENT # 005

FUND:	741	Building Replacement Fund
DEPARTMENT:	00	General Services
	040	Public Services
	8500	Building Replacement
OBJECT:	43820	OTHER IMPROVEMENTS

AGENDA DATE:	06/18/25
AGENDA ITEM TITLE:	Syserco Energy Solutions

	07/01/24 AUDITED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/25 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	5,083,004	1,041,905	3,059,856	3,065,053
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		-	243,600	(243,600)
RESULT OF RECOMMENDED ACTION	5,083,004	1,041,905	3,303,456	2,821,453

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL MAKING FINDINGS FOR AN ENERGY SERVICES CONTRACT FOR AN ENERGY EFFICIENCY PROJECT REQUIRED UNDER CALIFORNIA GOVERNMENT CODE SECTION 4217.10 ET SEQ. AND AUTHORIZING A CHANGE ORDER TO AN ENERGY SERVICES CONTRACT WITH SYSERCO ENERGY SOLUTIONS, INC.

WHEREAS, California Government Code section 4217.12 permits the City to enter directly into an energy services contract to design and construct energy conservation facilities if the City Council finds at a regularly scheduled public hearing noticed at least two weeks in advance that “the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases”;

WHEREAS, the City has prepared a change order with Syserco Energy Solutions, Inc. to design and construct a project to retrofit the City owned solar facility at its Centennial Recreation Center;

WHEREAS, the project will effectively reduce electrical costs and help reduce greenhouse gas emissions associated with the production of electricity from conventional power plants;

WHEREAS, Syserco Energy Solutions has provided the City with analysis showing the benefits of implementing the project, and the analysis is included in the staff report associated with this resolution;

WHEREAS, City staff has determined that the cost of energy after completion of the project will be less than the cost of energy that would have otherwise been without this project, and that therefore, this project can be accomplished under the authority of California Government Code 4217 et seq.;

WHEREAS, the City proposes to enter into a contract change order for the design and construction of a solar retrofit project at the Centennial Recreation Center;

WHEREAS, in accordance with Government Code section 4217.10 et seq., not less than fourteen days before the meeting where this Resolution was considered, the City posted notice of a public hearing at which the City Council would consider this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Energy Savings Finding (Gov. Code, § 4217.12) In accordance with Section 4217.12, and based on data provided by the energy analysis, the City Council finds that the anticipated cost to the City for electrical energy and conservation services provided by the Energy Improvements will be less than the anticipated marginal cost to the City of electrical and other energy that would have been consumed by the City in the absence of the project.

Section 2. Approval of Energy Services Contract. The City Council hereby authorizes the City Manager to enter into the Energy Services Contract Change Order with Syserco Energy Solutions, Inc., in accordance with Section 4217.12.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 18th day of June 2025 by the following vote:

AYES:	COUNCIL MEMBERS:	None
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-____ adopted by the City Council at the meeting held on the 18th day of June 2025.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

MICHELLE BIGELOW, City Clerk