City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, October 21, 2025 at 5:30 pm
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Vacant, Mayor
Cody Bass, Mayor Pro Tem
Scott Robbins, Councilmember
David Jinkens, Councilmember
Keith Roberts, Councilmember

Mission of the City Council
We provide responsive and effective local government by maintaining a safe, livable, and well-managed city through smart investment, reliable services, and thoughtful planning.

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8Ih-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us02web.zoom.us/j/82620590584
A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us
Providing Public Comment:

In Person: Every agenda for regular meetings provides an opportunity for members of the public to directly address the legislative body (City Council), on any item of public interest which is within the jurisdiction of the City Council during Public Communications. For items on the agenda or in connection with any item which the City Council will consider, the public is given the opportunity to comment before or during the City Council's consideration of the item [Government Code Section 54954.3(a)].

Remote Participation: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The Webinar ID is: 826 2059 0584. Press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak. ***Note: The Mayor reserves the right to conduct the meeting with in-person public participation only, if there is a technology malfunction that precludes the use of remote public participation.***

In Writing: Written comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any such comment that is a public record and is emailed to

PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

The City Council Chambers meeting facility is accessible to people with disabilities. Every reasonable effort will be made to accommodate any person needing special assistance to attend this meeting. Contact the City Clerk at (530) 542-6005 at least 48 hours in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].

Spanish Interpretations: The public may access Spanish interpretation using the ZOOM link listed on the front of the Agenda from an internet device (smartphone, laptop, tablet, home computer) with audio capabilities and selecting the Spanish language option. Persons without an internet device may attend the meeting in-person and a device will be provided while supplies last. Requests for interpreter services to offer public comment may be made by contacting the City Clerk.

Land Acknowledgement

Land Acknowledgement - The City of South Lake Tahoe acknowledges the lands we occupy today are the lands and home of the Washiw, the people from here known today as the Washoe Tribe of Nevada and California, a sovereign nation. Since the beginning of time and for thousands of years before the arrival of any other people, the Washoe lived here and cared for this place, with values and intention that we can all learn from. On behalf of the City Council, I would like to acknowledge, thank, and honor the Indigenous Washoe Tribal Communities that are the past, present, and future stewards of the Lake Tahoe Basin.

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

Regular-New Business

1. Status of City Operations, City Council Re-Organization, City Council Boards & Commissions Appointment to Vacancies, and Process for Filling City Council Vacancy
Requested Action / Suggested Motions: (1) Pass a Motion Selecting a Mayor and if necessary, a Mayor Pro-Tem for remainder of term 2025; (2) Pass a Motion appointing members to vacancies on Boards & Commissions for the remainder of term 2025; and (3) Pass a Motion either: (a) directing the City Clerk to solicit applications to fill the vacancy by appointment on City Council for the remainder of the term ending December 2026; or (b) directing the City Clerk to schedule a special election consolidated with El Dorado County on June 2, 2026, to fill the City Council vacancy for the remainder of the term ending December 2026.
Responsible Staff Member(s): Joseph D. Irvin, City Manager, Olga Tikhomirova, Director of Finance, and Susan Blankenship, City Clerk
Item 1- Executive Summary.pdf
01-Staff Report-City Operations, City Council Re-Organization, City Council Boards Commissions and Process to fill City Council vacancy.docx
02-2025 City Council Assignments 01 14 2025.pdf
03-Gov. Code sec. 36512.pdf

Public Communications

This is the public's opportunity to speak on any topic NOT LISTED on this agenda. Comments shall be limited to four (4) minutes. In accordance with the Brown Act, the City Council cannot deliberate or vote on any matter raised under public communications, but may briefly respond to statements made or

questions posed. (Government Code Sections 54954.2)

City Commission Reports

Consent Agenda
Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes per item and six (6) minutes total per speaker.
The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

Pass a Motion to adopt the Consent Agenda in one motion except as indicated at each item.

2. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion approving the minutes from the September 23, 2025, City Council meeting.
Responsible Staff Member(s): Michelle Davis, Assistant City Clerk
Item 2- Executive Summary.pdf
01-Meeting Minutes

3. Fiscal Year 2025-2026 Appropriation Limit
Requested Action / Suggested Motions: Pass a Resolution establishing the Appropriation Limit for Fiscal Year 2025-2026 in compliance with Proposition 111 in the amount of $109,545,780.
Responsible Staff Member(s): Andrew Black, Financial Services Supervisor
Item 3- Executive Summary.pdf
01-Staff Report - Appropriations Limit 2025-2026.
02-Resolution - 2025-2026 Appropriations Limit
03-Appropriations Limit 2025 2026 Worksheets

4. Fiscal Year 2024-2025 Budgeted Funds Re-Appropriation
Requested Action / Suggested Motions: Pass a Motion to approve re-appropriation of Fiscal Year 2024-2025 budget for purchases and services with unfinished scope of work to Fiscal Year 2025-2026.
Responsible Staff Member(s): Olga Tikhomirova, Director of Finance
Item 4- Executive Summary.pdf
01-Staff Report Reappropriation FY25 Budget to FY26.docx
02-Carry Forward to FY26 tables.pdf

5. Purchase of Three Community Service Officer Vehicles from Champion Chevrolet and Related Equipment from Lehr
Requested Action / Suggested Motions: Pass a Motion authorizing the purchase of three 2026 Chevrolet Silverado 4WD pickups from Champion Chevrolet, and authorizing purchase of related equipment through cooperative purchasing from a Placer County contract with Lehr per South Lake Tahoe City Code section 3.45.090, using existing budget appropriations up to $207,195.74.
Responsible Staff Member(s): Lt. Scott Crivelli
Item 5- Executive Summary.pdf
01-Staff Report - CSO Vehicle Purchases.docx
02 - CSO Silverado Spec Sheet.pdf
03 - CSO Silverados Planet Bid.pdf
04 - CSO Silverado Invoices - Champion Chevrolet.pdf
05 - 50115 Sales Quote - Lehr 55569.pdf
06 - Placer County Contract SCN107418 Lehr.pdf

6. Acceptance of Grant from California State Parks for Police Boat Safety and Enforcement Equipment

Requested Action / Suggested Motions: Pass a Resolution accepting the Boating Safety and Enforcement Equipment (BSEE) grant from the California State Parks, Division of Boating and Waterways; authorizing the Mayor, or the Police Chief, to sign the grant agreement and each reimbursement claim; authorizing acceptance of grant funds awarded from the BSEE Grant in the amount up to $104,838.86 for the purchase and installation of two Mercury Verado 350 HP outboard motors to be outfitted on the Police Patrol Boat; and authorizing the budget of that amount into the current City's budget in account #237 02110 effective October 21, 2025.
Responsible Staff Member(s): Lt. Russell Liles
Item 6- Executive Summary.pdf
01-Staff Report-Police Boat Grant Acceptance.docx
02-Resolution-Police_Boat_Grant_Acceptance10.15.25.docx
03-South Lake Award Letter.pdf
04-Police Boat Grant Agreement.pdf

7. Declaring Police K9 Ford F-150 1289 Surplus and Authorization to Sell to Mono County Sheriff's Office
Requested Action / Suggested Motions: Pass a Resolution declaring Police K9 vehicle 1289 surplus and authorizing the sale of vehicle to Mono County Sheriff's Office for the fair market value of $10,000.
Responsible Staff Member(s): Lt. Scott Crivelli
Item 7- Executive Summary.pdf
01-Staff Report - Sale of Surplus K-9 Vehicle.docx
02-Resolution - Sale of Surplus K9 Vehicle.docx

8. Sale of Surplus Property
Requested Action / Suggested Motions: Pass a Resolution declaring certain vehicles and equipment as surplus and directing the sale of vehicles, equipment, and other City assets.
Responsible Staff Member(s): John Dickinson, Interim Director of Public Works, and Phil Harwood, Fleet Supervisor
Item 8- Executive Summary.pdf
01-Staff Report-Sale of Surplus Property.docx
02-Resolution-Sale of Surplus Property.docx
03- Exhibit A Surplus list 2025

9. Purchase Agreement with Cadence Team, Inc. for Networking and IT Equipment for the Multigenerational Recreation and Aquatic Center
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Purchase Agreement with Cadence Team, Inc. in the amount of $130,000 for the purchase & delivery of networking and IT equipment for the new Multigenerational Recreation and Aquatic Center.
Responsible Staff Member(s): Ricky Riddle, Construction Manager/Facilities Program Manager & Sebastian Knapp, IT Manager
Item 9- Executive Summeary.pdf
01-Staff Report - Contract with Cadence-IT.docx
02-Cadence Quote.pdf
03-Purchase Agreement Cadence.pdf
04-NASPO_Master_Agreement.pdf
05-NASPO_CA (1).docx

10. Amendment to Agreement for Construction Management Services with SierraCon Inc.
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 4 to Professional Services Agreement with SierraCon Inc. for an additional $140,627.80 for a total not-to-exceed amount of $2,753,172.80 for added scope of services for the Multigenerational Recreation and Aquatics Center.
CEQA Determination: On January 18, 2022, City Council adopted an Initial Study/Mitigated

Negative Declaration (IS/MND) for the 56 Acre Master Plan and the Multigenerational Recreational and Aquatics Center (State Clearinghouse file #2021120206). This action is included within the scope of the IS/MND and no further environmental review is required under CEQA Guidelines section 15162.
Responsible Staff Member(s): Ricky Riddle, Construction Manager/Facilities Program Manager
Item 10- Executive Summary.pdf
01-Staff Report - Amendment No. 4 Sierracon.docx
02 - Base Contract.pdf
03-Amendment1.pdf
04-Amendment2.pdf
05-Amendment3.docx
06-Amendment 4 to Agreement with Sierracon.pdf

Public Hearing

11. Ordinance Amending Vacation Home Rental Regulations to Remove 150-Foot Buffer and Make Other Changes (First Reading of Version 1 Establishing a Cap of 1,200 in Residential Areas, or Version 2 Prohibiting Adjacent Properties from Being Vacation Home Rentals)
Requested Action / Suggested Motions: Pass a Motion holding a first reading (by title only) of Version 1 or Version 2 of an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code, and refer second reading and adoption to November 4, 2025.
CEQA Determination: This action is categorically exempt under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility of a significant impact on the environment, and under CEQA Guidelines section 15308 (amending a regulatory process to protect the environment).
Responsible Staff Member(s): Heather Stroud, City Attorney
Item 10- Executive Summary.pdf
01 - Staff Report - VHR Ordinance Amendments.docx
02 - Ordinance - VHR Amendments Version 1.docx
04 - VHR Ordinance Redline V1.pdf
05 - VHR Ordinance Redline V2.pdf
06 - Appeal Hearings 2.35 Redline.pdf
07 - Memo to Planning Commission.pdf
08 - Public Notice - VHR Ordinance PH First Reading.pdf
Ordinance - VHR_Amendments 10 21 25 VERSION 2.docx

Regular-New Business

12. City Council Resolution in opposition to CA Proposition 50 (Use of Legislative Congressional Redistricting Map Amendment)
Requested Action / Suggested Motions: Consider passing a Resolution stating City Council opposition to Proposition 50.
Responsible Staff Member(s): Joseph D. Irvin, City Manager
Item 12- Executive Summary.pdf
01-Staff Report - Resolution in opposition to California Proposition 50.docx
02-Proposition 50 Text
03-Congressional District comparison maps
04-Resolution

13. Update on Discussions with Heavenly Resort on Annexation and Parking
Requested Action / Suggested Motions: Pass a Motion providing direction to staff on whether to continue to pursue the Heavenly area annexation and whether to negotiate an agreement to allow use of street parking for employees and guests of Heavenly Resort.
Responsible Staff Member(s): Hilary Roverud, Assistant City Manager

Item 13- Executive Summary.pdf
01-Staff_Report_Heavenly_Discussions
02-Heavenly Proposed Parking Areas
03-Resolution 2024-059 Parking Restrictions in Heavenly Neighborhood.pdf

Agenda Planning Calendar

14. Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member(s): Joseph Irvin, City Manager, and Susan Blankenship, City Clerk
Item 14- Executive Summary.pdf
APC - 10 16 2025.pdf

Updates and Announcements (City Attorney, City Clerk, City Manager)

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday October 21, 2025, City Council meeting was posted and available for review on Thursday, October 16, 2025, at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City's website at https://www.cityofslt.us.
Signed October 16, 2025

\\sb\\ Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:1

Agenda Item: Status of City Operations, City Council Re-Organization, City Council Boards & Commissions Appointment to Vacancies, and Process for Filling City Council Vacancy

Executive Summary: This agenda item is being presented to the City Council for their consideration and to present them with the opportunity to discuss City governance and fill voids from Ms. Wallaceâ€™s vacated council seat. Over the last few weeks the City has received questions from the public about the status of city operations and finances and staff is taking the opportunity to present this agenda item to the City Council for their consideration and potential action. The City continues to operate smoothly, transparently, and in accordance with state law.

Requested Action / Suggested Motions: (1) Pass a Motion Selecting a Mayor and if necessary, a Mayor Pro-Tem for remainder of term 2025; (2) Pass a Motion appointing members to vacancies on Boards & Commissions for the remainder of term 2025; and (3) Pass a Motion either: (a) directing the City Clerk to solicit applications to fill the vacancy by appointment on City Council for the remainder of the term ending December 2026; or (b) directing the City Clerk to schedule a special election consolidated with El Dorado County on June 2, 2026, to fill the City Council vacancy for the remainder of the term ending December 2026.

Responsible Staff Member: Joseph D. Irvin, City Manager, Olga Tikhomirova, Director of Finance, and Susan Blankenship, City Clerk

Reviewed and Approved By: Heather Stroud, City Attorney

Attachments:

01-Staff Report-City Operations, City Council Re-Organization, City Council Boards Commissions and Process to fill City Council vacancy.docx
02-2025 City Council Assignments 01 14 2025.pdf
03-Gov. Code sec. 36512.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: **Status of City Operations, City Council Re-Organization, Board & Commissions Appointment to Vacancies, Process for Filling City Council Vacancy**

Location: Citywide

Responsible Staff Members: Joseph Irvin, City Manager, Olga Tikhomirova, Director of Finance, and Susan Blankenship, City Clerk

Background: On October 13, 2025, former Mayor Tamara Wallace submitted her resignation to the City Clerk, effective immediately. This created a vacancy on City Council under Government Code section 1770(c).

Pursuant to Government Code section 36512(b), "If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy." If the City Council opts to fill the vacancy by appointment, then interviews will be conducted by the City Council at the November 18, 2025. meeting. If City Council directs that the vacancy be filled by special election, the election would be held with the primary election on June 2, 2026, as required by Government Code section 36512(b)(1). In either case, the replacement councilmember would serve the remainder of the term, until new councilmembers are sworn in following the November 2026 election.

There exists a vacant Mayor position on Council and open positions on City Council Assignments: California Tahoe Conservancy, City Selection Committee, El Dorado LAFCO, El Dorado Countywide Oversight Board, California Tahoe Emergency Services Operations Authority (Cal Tahoe JPA), Clean Tahoe Program, Park Avenue Development Project Plaza Maintenance Association (PADMA), Tahoe Prosperity Center, and Finance Subcommittee.

Issue and Discussion: Following the former Mayor's disclosure of embezzlement from her place of employment, the City has received questions about the status of city operations and finances.

Status of City Operations

Throughout the last two weeks the city staff have remained compassionate while also recognizing that our responsibility as public servants continues uninterrupted. I'd like to be very clear: the City of South Lake Tahoe is stable, operational, and financially sound. There has been no impact whatsoever to City funds or finances. The matter involving Ms. Wallace is related to her private employment, not the city. Our financial systems are strong and transparent. City operations have remained consistent and positive progress continues on efforts related to providing core city

services and on implementing capital projects. Obviously, there have been increased efforts on public relation matters, but our staff is professional and competent in ensuring we remain transparent on all matters related to media and public requests for information. This agenda item is being presented to the City Council for their consideration and to present them with the opportunity to discuss and fill voids from Ms. Wallace's vacated council seat. Regardless of their decision, the City will continue to operate smoothly, transparently, and in accordance with state law.

City Audit and Audited Financial Statements

The City undergoes an independent financial audit every year, as required by state law (California Government Code Section 26909) and sound financial management practices. The audit is conducted by an independent, certified public accounting firm with expertise in governmental financial reporting. The firm is selected through a competitive process and operates separately from City staff or elected officials.

The audit ensures that the City's financial statements are accurate and comply with generally accepted accounting principles (GAAP). It also verifies that public funds are being properly accounted for and managed responsibly. All completed audits are posted on the City's official website and are available for public review on the following webpage https://www.cityofslt.gov/ACFR.

The most recent audits have been conducted by Eide Bailly LLP. The Independent Auditor's Report is included in the financial statements within the Financial Section of the report. For the fiscal year ending September 30, 2024, as in all prior years, the auditors have issued a clean (unmodified) opinion, stating that the basic financial statements present fairly, in all material respects, the financial position of the City of South Lake Tahoe as of that date.

An unmodified opinion is the highest level of assurance an independent auditor can provide and is the expected outcome. The opinion covers the financial position of the governmental activities, business-type activities, each major fund, the aggregate remaining funds, the respective changes in the financial position and cash flows, where applicable, the related notes, and the respective budgetary comparisons listed as part of the basic financial statements for the year then ended, in conformity with accounting principles generally accepted in the United States of America. The City invites you to review the reports and appreciates your interest in understanding the City's financial stewardship.

Filling City Council Vacancy

City Council may pass a motion selecting a Mayor and if necessary, a Mayor Pro Tem to serve until December 9, 2025, when a new Mayor and Mayor Pro Tem will be selected consistent with City Code section 2.05.050 and City Council Protocols.

City Council may pass a motion selecting members to fill assignments to the California Tahoe Conservancy, City Selection Committee, LAFCO, El Dorado Countywide Oversight Board, Cal Tahoe JPA, Clean Tahoe Program, PADMA, Tahoe Prosperity Center, and the Finance Subcommittee. These assignments would be in place until City Council makes assignments for 2026 at its meeting on December 9, 2025.

City Council may pass a motion directing the City Clerk to solicit applications to fill the vacancy on City Council by appointment or direct the City Clerk to hold a special election consolidated with El Dorado County for the June 2, 2026, primary election.

Financial Implications: The cost for City Council Compensation for this limited appointment will come from existing City Council Budget. The cost to hold a special election is estimated at $19,000.

Environmental Considerations: This action is not a project requiring environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities that will not result in a direct or indirect physical change in the environment).

Policy Implications: The selection of Mayor and if necessary, a Mayor Pro Tem and members to fill City Council Appointments conforms to City Council Protocols. The filling of a vacancy on City Council by appointment or by special election conforms to Government Code section 36512(b).

2025 City Council Assignments

Set forth by statute:

Board	Contact/ Phone	Mtg. Schedule/ Place	Requirement	2025 Assignment
California Tahoe Conservancy	Mike Steeves (530) 543-6023 michael.steeves@tahoe.ca.gov	4-6 Meetings per year; third Thursday every other month; Alternate South Shore and North Shore	Voting Board Member G.C. Sec. 66906.1	Wallace Alt: Robbins Staff Support: HR ZT
City Selection Committee	EDC Board of Supervisors Kim Dawson (530) 621-5393 edc.cob@edcgov.us	As needed Placerville/TBA	Mayor G.C. 50270	Wallace Staff Support: JI
El Dorado Local Agency Formation Commission (LAFCO)	Shiva Frentzen (530) 295-2707 sfrentzen@edlafco.us Erica Sanchez Assistant Exec Officer esanchez@edlafco.us (530) 295-2707	Fourth Wednesday every month; 5:30 p.m. Placerville Apr-Oct CC Rep participate via conference call from Council Chambers for months of Nov – Mar	Appointment by City Selection Committee Appointee (Mayor) G.C. 56325-56337 2-year term	Wallace Alt: Bass Staff Support: JI HS
El Dorado Countywide Oversight Board	Susan Blankenship, City Clerk sblankenship@cityofslt.us (530) 542-6005	As needed, general once a year in January or February	Appointed by the City Selection Committee G.C. 50270 HSC 34179(j)	Wallace Staff Support: OT
Tahoe Regional Planning Agency Governing Board ---------- Advisory Planning Comm	Marja Ambler (775) 588-4547 x 287 mambler@trpa.gov	GB Meetings meet fourth Wednesday every month; all day Alternate South Shore and North Shore	Voting Board Member G.C. 66800-66801 Term expires 12/2026	Bass Alt: Jinkens Staff Support: HR ZT Robert Erlich
Tahoe Transportation District	Judi Allen (775) 589-5502 jallen@tahoetransportation.org	First Wednesday of every month; Alternate South Shore and North Shore	Voting Board Member +Alternate G.C. 66800-66801	Robbins Alt: Bass Staff Support: HR JI
South Tahoe Transit Joint Powers Authority	Hilary Roverud, Assistant City Manager 530-542-6024 hroverud@cityofslt.us	Meets Monthly as needed City Council Chambers, South Lake Tahoe	2 Voting Members + Alt from City Council I Voting Member District V BOS C-262-2024	Bass Roberts Alt: Robbins Staff Support: JI, HR

2025 City Council Assignments

Set Forth by Agreement/Joint Powers Agreement/Resolution/Bylaws and/or Past Practice:

Board	Contact/ Phone	Mtg. Schedule/ Place	Requirement	2025 Assignment
JPA - Abandoned Vehicle Abatement-	(530) 542-6135 (PD-Code Enforcement) Myriam Cocoletzi 530-542-6136 mcocoletzi@Cityofslt.us	Required to Hold an Annual Meeting Time/Place TBA	Voting Board Member Must be Elected Councilmember Agmt C-68-91	Jinkens Staff Support: DS
JPA - Cal Tahoe (California Tahoe Emergency Services Operations Authority)	Ryan Wagoner, Executive Director ryancaljpa@gmail.com Kayla Galvan, Office Administrator kgalinskictjpa@gmail.com www.ctesoa.org	Quarterly; Time/Place TBA	2 Council Appointees Agmt C-18-10 (1/26/10)	Wallace Roberts Alt:Bass Staff Support: JD
Clean Tahoe Program	Katie Sheehan 530 544-4210 katie@clean-tahoe.org	Third Thursday of the Month in the City Council Chambers;	Two Voting Board Members (Councilmember and Designee) Clean Tahoe Bylaws	Wallace Roberts Staff Support: AN HR
El Dorado County Commission on Aging	Yasmin Hichborn (530) 642-4833 Yasmin.hichborn@edcgov.us	Third Thursday Every Month; Rotates Location Within EDC/TBA;	Council Appointee	John Messina Staff Support: JS and JI
League of CA Cities-Sac Valley Division	Charles Anderson (916) 798-2231 canderson@cacities.org	Quarterly Division Meetings; Annual Meetings Time/Place TBA	Council Appointee (Past Practice = Mayor)	Jinkens Staff Support: JI SB
PADMA Park Avenue Development Project Plaza Maintenance Association	Lew Feldman (775) 580-7431 lew@fmttahoe.com	Every other Month Marriott Grand Residence	2 Council Appointees Agmt R-11-00 PADMA Bylaws	Wallace Bass Alt: CM or CA Staff Support: JI HS
South Lake Tahoe Recreation Facilities JPA	Bruce Eisner (530) 545-9905 beisner.sltjpa@sbcglobal.net	Shall Hold at Least One Annual Meeting Each Year; Time/Place TBA	Board Member Agmt C-17-00	Robbins Staff Support: JS and JI
Community Play Consortium JPA	Jeff DeFranco defranco@ltcc.edu (530) 541-4660 X 210	3 times per year	Council Appointee JPA Agreement C-94-2015	City Manager Irvin Staff Support: OT
JPA -South Lake Tahoe Basin Waste Management Authority-	Jeffrey Warren (530) 621-7628 jeffrey.warren@edcgov.us	Shall Hold at Least One Annual Meeting Each Year; Time/Place TBA	Voting Board Member-Must be a Councilmember & Alternate Agmt C-25-97	Roberts Alt: Bass Staff Support: AN & SL

Tahoe Prosperity Center	Heidi Hill Drum, (775) 298-0265 (office) heidi@tahoeprosperity.org	January, April, July, December	Council Liaison	Wallace Staff Support: JI HR
Lake Tahoe Visitor's Authority Board Visit Lake Tahoe	Carol Chaplin carol@ltva.org (775) 588-5900 x302 Sue Barton (775) 589-2934 sue@visitlaketahoe.com Morgan Kern (775) 589-2052 morgan@visitlaketahoe.com	Second Thursday of each month, 3 p.m. 75 US-50, Stateline, NV 89449	Voting Member New LTVA Bylaws Requested from Ms. Chaplin 12 22 20	Bass Staff Support: JI HR

El Dorado Community Action Council (CAC)	Rebecca Johnson (530) 621-6255 Rebecca.Johnson@edcgov.us	4th Wednesday of each month at 10:00 a.m.	Council Appointee	Alberto Manfredi Staff Support JI

2025 City Council Assignments

Non-Voting:

Board	Contact/ Phone	Mtg. Schedule/ Place	Requirement	2025 Assignments
Tahoe Chamber of Commerce tahoechamber.org	Cristi Creegan, CEO 775-588-1728 CEO@tahoechamber.org	Third Thursday of each Month; 8 a.m./Place TBA	Council Liaison – Non-Voting *(Past Practice)*	Roberts Staff Support: JI HR
South Lake Tahoe Lodging Association	Rich Bodine (530) 543-6515 rbodine@hotelazuretahoe.com	Second Thursday of each Month Time/Place TBA	Council Liaison – Non-Voting (Past Practice)	Roberts Staff Support: JI HR
South Tahoe Chamber of Commerce	Amanda Adams, President (530) 721-0243 amanda@tahoeadams.com	Fourth Tuesday of each month	Council Liaison – Non-Voting *(Past Practice)*	VACANT Staff Support: JI HR
El Dorado County Transportation Commission	Woodrow Deloria (530) 642-5265 wdeloria@edct.org dkeffer@edct.org	First Thursday of most months 2:00 PM in the EDC Supervisors' Chambers 330 Fair Lane, Placerville	Council Liaison Non Voting	Bass Alt. Robbins Staff Support: HR and JI

2025 City Council Appointments to Subcommittees

Name of Committee	City Council Appointees (2)
Finance Subcommittee	Wallace Robbins Staff Support: OT & JI

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 36512

36512. (a) If a vacancy occurs in an appointive office provided for in this chapter, the council shall fill the vacancy by appointment. A person appointed to fill a vacancy holds office for the unexpired term of the former incumbent.

(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

(1) If the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.

(2) If the council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:

(A) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date the council is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.

(c) Notwithstanding subdivision (b) and Section 34902, a city may enact an ordinance that does any of the following:

(1) Requires that a special election be called immediately to fill every city council vacancy and the office of mayor designated pursuant to Section 34902. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

(2) Requires that a special election be held to fill a city council vacancy and the office of mayor designated pursuant to Section 34902 when petitions bearing a specified number of verified signatures are filed. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the filing of the petition. A governing body that has enacted such an ordinance may also call a special election pursuant to subdivision (b) without waiting for the filing of a petition.

(3) Provides that a person appointed to fill a vacancy on the city council holds office only until the date of a special election which shall immediately be called to fill the remainder of the term. The special election may be held on the date of the next regularly established election or regularly scheduled municipal election to be held throughout the city not less than 114 days from the call of the special election.

(d) (1) Notwithstanding subdivision (b) and Section 34902, an appointment shall not be made to fill a vacancy on a city council if the appointment would result in a majority of the members serving on the council having been appointed. The vacancy shall be filled in the manner provided by this subdivision.

(2) The city council may call an election to fill the vacancy, to be held on the next regularly established election date not less than 114 days after the call.

(3) If the city council does not call an election pursuant to paragraph (2), the vacancy shall be filled at the next regularly established election date.

(e) (1) If the city council of a city that elects city council members by or from districts elects to fill a vacancy on the city council by appointment as a result of a city council member resigning from office, the resigning city council member may cast a vote on the appointment if the resignation will go into effect upon the appointment of a successor. A city council member shall not cast a vote for a family member or any other person with whom the city council member has a relationship that may create a potential conflict of interest.

(2) If a city council member elects to cast a vote under this subdivision, the city council member shall be prohibited from the following actions for a period of two years after the appointment of a successor:

(A) Advocating on any measure or issue coming before the city council in which the city council member may have a personal benefit.

(B) Entering into a contract of any kind with the city or a city vendor.

(C) Accepting a position of employment with the city or a city vendor.

(D) Applying for a permit that is subject to the approval of the city council.

(3) This subdivision shall not apply to any city council member who is resigning from the city council due to charges of, or conviction for, corruption or criminal behavior, or who is subject to a recall election.

(Amended by Stats. 2015, Ch. 185, Sec. 1. (AB 952) Effective January 1, 2016.)

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:2

Agenda Item: City Council Meeting Minutes

Executive Summary: City Council are asked to formally approve the Minutes of the September 23, 2025, meeting.

Requested Action / Suggested Motions: Pass a Motion approving the minutes from the September 23, 2025, City Council meeting.

Responsible Staff Member: Michelle Davis, Assistant City Clerk

Reviewed and Approved By: Susan Blankenship, City Clerk

Attachments:

09 23 2025 City Council Meeting Minutes.pdf

City of South Lake Tahoe
City Council Meeting Minutes
Tuesday, September 23, 2025, at 5:30 p.m.
City Hall - Council Chambers – 1901 Lisa Maloff Way, South Lake Tahoe

NOTE: The Meeting Minutes represent actions taken during the meeting of the City Council. Complete Council member discussions on Regular Session meeting items can be viewed in archived video recordings on the City's website at http://www.cityofslt.us *Public submittals on items are retained in the administrative record and can be viewed in the City Clerk's repository at* http://www.cityofslt.us

Land Acknowledgment
Mayor Pro Tem Bass read the Washoe Tribe of Nevada and California Land Acknowledgement.

Call to Order/Pledge of Allegiance
Mayor Pro Tem Bass called the meeting to order at 5:31 p.m., then led the pledge of allegiance.

Roll Call
Present were Mayor Pro Tem Bass, and Councilmembers Robbins, Jinkens and Roberts. Mayor Wallace was absent.

Also present were City Manager Irvin, City Attorney Stroud, and City Clerk Blankenship.

Closed Session Update from the August 12, 2025 Meeting

1. **Conference with Legal Counsel – Existing Litigation – Government Code section 54956.9(d)(1) *Kyle Printz v. City of South Lake Tahoe*, Workers' Compensation Appeals Board Case Nos. ADJ16686341 and ADJ18748809.**
   Action: This case was settled by compromise and release for the amount of $200,000.

Proclamations

1. **Proclamation Recognizing October 5-11, 2025, as "Fire Prevention Week"**
   Action: Issued a Proclamation to the City of South Lake Tahoe Fire Rescue recognizing October 5-11, 2025, as "Fire Prevention Week"

Public Communications

General Public Comment was heard from the following people:

1. Ann Bryant, Bear League- Response to bear calls *written material distributed
2. José Prez- Support of immigrant workforce
3. Melissa Soderston- Bear protection
4. John Messina- Bear hazing not the answer
5. Duane Wallace, South Tahoe Chamber of Commerce- Opposition to Prop 50
6. Scott Loberg- Need for reports when Council Members attend trainings, Lakeview Commons art
7. Angie Reagan- Thank you for City events, elderly support, city-wide safety, and kindness in the community
8. Deena Rojas- antisemitic comment made during Council meeting
9. Erick Asbury- Protection of bears, City Council Closed Sessions, trail safety

Presentations

2. Presentations from the Tahoe Regional Planning Agency (TRPA) on Tahoe Living (Housing) Strategic Priority and Transportation Mobility Mitigation Fee
Action: None.
The following person addressed the Council:
1. John Hester, Tahoe Regional Plannning Agency
Public Comment was heard from the following people:
1. Ed Mosur
2. Scott Loberg

City Commission Reports

None.

Consent Agenda.

Action: Moved/Seconded: Roberts/Jinkens
Yes: Bass, Robbins, Jinkens, Roberts
Absent: Wallace
Action: Passed the consent agenda.

3. City Council Meeting Minutes

Action: Passed **Motion 2025-086** approving the minutes from the September 9, 2025, City Council meeting.

4. Bellamy Parking Garage PARCS-APGS system - Ratification of Contract Change Orders 1-6 with Ample Electric

Action: Passed **Motion 2025-087** ratifying six Bellamy Parking Garage Improvements Phase II Contract Change Orders in the amount of $21,912.97 (within the approved 10% contingency), for a total Contract value of $340,953.24.

5. Update Organizational Authorized Agent for California Office of Emergency Services (Cal OES) Law Enforcement Specialized Unit Grant

Action: Pass **Resolution 2025-080** updating Organizational Authorized Agent to The Chief of Police as the authorized signatory for the City of South Lake Tahoe for the current and future Law Enforcement Specialized Unit Grant Subawards related to domestic violence through the California Office of Emergency Services (CalOES).

6. **Purchase of Two Parking Ambassador Vehicles from Champion Chevrolet and Related Equipment from Lehr**
   Action: Passed **Motion 2025-088** authorizing the purchase of two 2025 Chevrolet Silverado 4WD pickups from Champion Chevrolet **(C-207-2025)**, and authorizing purchase of related equipment through cooperative purchasing from a Placer County contract with Lehr per South Lake Tahoe City Code section 3.45.090, using existing budget appropriations up to $85,826.16.
   Public Comment was heard from the following people:
   2. Ed Mosur
   3. Scott Loberg

7. **Participation in National Opioid Litigation Settlements with Purdue and Secondary Manufacturers and Appropriation of Settlement Funds**
   Action: Passed **Resolution 2025-081** Approving Participation in National Opioid Litigation Settlement with Purdue and the Sackler Family **(C-208-2025),** and Litigation Settlements with Secondary Opioid Manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, and Accepting and Appropriating Settlement Funds.

8. **Agreement with CDM Smith, Inc. for US 50/89 Multimodal Mainstreet Corridor Plan**
   Action: Passed **Motion 2025-089** authorizing and directing the Mayor to execute the agreement with CDM Smith, Inc.**(C-209-2025)** for architectural and engineering services to develop the US 50/89 Multimodal Mainstreet Corridor Plan for a not to exceed amount of $474,946.27.
   Public Comment was heard from the following people:
   1. Dan May
   2. Ed Mosur
   3. John Messina
   4. Melissa Soderson

9. **Agreement with Engineering Solution Services for Grant Identification and Writing Services**
   Action: Passed **Motion 2025-090** authorizing and directing the Mayor Pro Tem to execute the Professional Services Agreement with Engineering Solution Services **(C-210-2025)** for Grant Identification and Writing Services for a not to exceed amount of $95,000.

10. **Amendment No. 2 to Agreement with Trella Tahoe, Inc. for Snow Removal Operations**
    Action: Passed **Motion 2025-091** authorizing and directing the Mayor to execute Amendment No. 2 to Agreement with Trella Tahoe, Inc. **(C-211-2025)** for snow removal services at the Airport, Fire Department, Police Department, Fire Rescue Facility, and sidewalks not maintained by City Park forces, plus on-call service as needed for a term of November 1, 2025 to April 30, 2026 in an amount not to exceed $441,916.00.

11. **Amendment No. 2 to Agreement with Building Services of CA and NV, LLC, for Custodial Services for Bellamy Garage and City Hall/Airport Terminal**
    Action: Passed **Motion 2025-092** authorizing and directing the Mayor to execute Amendment No. 2 to Agreement with Building Services of CA and NV, LLC (dba Sunwest) **(C-212-2025)**, for Custodial Services for Bellamy Garage and City Hall/Airport Terminal, extending the Agreement for one year for an amount not to exceed $ 111,772.00, including $5,000.00 contingency.

12. **Professional Service Agreement with CREDE Construction Advisory, LLC for On-call Labor Compliance Specialist Services**
    Action: Passed **Motion 2025-093** authorizing and directing the Mayor Pro Tem to execute the Professional Services Agreement with CREDE Construction Advisory, LLC for on-call labor compliance consulting services for a not to exceed amount of $400,000.

13. Professional Service Agreement with Eastern Sierra Engineering for On-call Inspection and Materials Testing

Action: Passed **Motion 2025-094** authorizing and directing the Mayor to execute the Professional Services Agreement with Eastern Sierra Engineering for on-call materials testing and inspection services in an amount not to exceed $400,000.

14. Medical Insurance Side Letters with Police Officers' Association, Police Employees' Association, Police Supervisors' Committee, Firefighters' Association, Local 39 Administrative and Confidential, Local 39 General & Public Works, and Unrepresented Employees

Action: (1) Passed **Resolution 2025-082** authorizing and directing the Mayor to execute Side Letters to the Memoranda of Understanding with the Police Officers' Association, Police Employees' Association, Police Supervisors' Committee, Firefighters' Association, Local 39 Administrative and Confidential, Local 39 General & Public Works **(C-215-2025)**; and (2) Passed **Resolution 2025-083** approving amendment to 2023-2026 Unrepresented Employees Compensation and Benefit Package.

Regular- Unfinished Business

15. Funding Agreement with the South Shore Transportation Management Association

Action: Moved/Seconded: Bass/Jinkens
Yes: Bass, Robbins, Jinkens, Roberts
Absent: Wallace
Action: Passed **Motion 2025-095** authorizing and directing the Mayor to execute a Funding Agreement with the South Shore Transportation Management Association (SS/TMA) for an amount of $650,000 (Fiscal Year 25/26, October 1, 2025 - September 30, 2026) for the operation of microtransit service; and that the City would commit an additional $200,000 if the MPO or TRPA will commit TDA funds or SB 125 funds for microtransit expansion to the "Y". The City will also require that the MPO list this $850,000 as local transit contribution to the regional transit system.
Public Comment was heard from the following people:

1. Scott Loberg
2. Jim Marino, Tahoe Transportation District
3. Ed Mosur
4. Christ Proctor, South Shore Transportation Management Association
5. Erick Asbury

16. Policy Regarding Disposition of Tahoe Regional Planning Agency (TRPA) Development Commodities Owned by the City of South Lake Tahoe

Action: Moved/Seconded: Bass/Roberts
Yes: Bass, Robbins, Jinkens, Roberts
Absent: Wallace
Action: Passed **Resolution 2025-083** amending the policy regarding disposition of Tahoe Regional Planning Agency (TRPA) development commodities owned by the City of South Lake Tahoe to modify disposition to commercial/industrial projects.
Public Comment was heard from the following people:

1. Scott Loberg
2. Ed Mosur
3. Duane Wallace, South Tahoe Chamber of Commerce

17. Grow and Diversify the Economy - Strategic Plan Priority Update

Action: Moved/Seconded: Jinkens/Roberts
Yes: Bass, Robbins, Jinkens, Roberts
Absent: Wallace
Action: Passed **Motion 2025-096** directing staff to continue business outreach efforts (including the Lake Tahoe Community College), initiate the General Plan Economic Development Update process, continue efforts to reduce regulatory barriers to business investment, develop industry social media campaigns, and explore options to fund a facade/property improvement grant program and/or pre-development loan program; and to bring back an update in 60 days.
Public Comment was heard from the following people:

1. Scott Loberg
2. Ed Mosur

Note: City Council passed a Motion to continue the meeting past 10:00 p.m. (Bass/Jinkens 4-0)

Regular- New Business

18. Consideration of Paving Priority – James & Eloise Neighborhood vs. Johnson Boulevard

Action: Moved/Seconded: Bass/Robbins
Yes: Bass, Robbins, Jinkens, Roberts
Absent: Wallace
Action: Passed **Motion 2025-097** prioritizing paving in Eloise, Dunlap, Johnson Boulevard, and Patricia Avenue as the fourth option.
Public Comment was heard from the following people:

1. Ed Mosur
2. Scott Loberg

Written Public Comment was received from the following people:

1. Parton

Agenda Planning Calendar

19. Agenda Planning Calendar

Action: Received and filed.

Updates and Announcements (City Attorney, City Clerk, City Manager)

City Manager Irvin

1. Upcoming Cal Cities Conference

Clerk Blankenship

1. Proclamation request from Tahoe Youth and Family Services recognizing October as "Youth Hope Month". (Council provided consensus to bring this item forward).

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Councilmember Jinkens

1. Request for a discussion item on Transit JPA funding from El Dorado County (Robbins seconded).
2. Request for presentation from John Stewart Co. regarding affordable housing criteria (Robbins seconded).

Councilmember Roberts

1. Request for discussion item on Eloise bike path enhancements (Jinkens seconded).

Councilmember Robbins

1. Request for “STACS” type response to be included in the upcoming bear discussion agenda item. (Jinkens seconded).

2. Request for a Rosh Hashanah Proclamation (Jinkens seconded).
   Note: City Clerk Blankenship requested Council member Robbins to identify an organization to accept this proclamation in order for it to come forward.

Adjournment

Mayor Pro Tem Bass adjourned the Meeting at 11:01 p.m.

Date:_____

_____
Mayor

Attest:_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:3

Agenda Item: Fiscal Year 2025-2026 Appropriation Limit

Executive Summary: The attached resolution fulfills State requirements that limit the amount of annual appropriations by the City. Proposition 4 passed in 1979 and Proposition 111 passed in 1990, known as the Gann Initiative, established a restriction on the amount of tax revenue that can be appropriated in any fiscal year. The limit is based on actual appropriations during the 1978-79 fiscal year (base year), and is allowed to increase each year based upon the calculation using a percentage change in population as of January 1 of each year in conjunction with a change in the cost of living from previous fiscal year. The fiscal year 2025-2026 appropriations limit is $109,545,780. The Cityâ€™s FY 2025-2026 appropriation subject to the limit from proceeds of taxes is $56,724,616. Therefore, the Cityâ€™s appropriation is under the legal limit by $52,821,164.

Requested Action / Suggested Motions: Pass a Resolution establishing the Appropriation Limit for Fiscal Year 2025-2026 in compliance with Proposition 111 in the amount of $109,545,780.

Responsible Staff Member: Andrew Black, Financial Services Supervisor

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Appropriations Limit 2025-2026.
02-Resolution - 2025-2026 Appropriations Limit
03-Appropriations Limit 2025 2026 Worksheets

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: Fiscal Year 2025-2026 Appropriation Limit

Location: Citywide

Responsible Staff Member: Andrew Black, Financial Services Supervisor (530) 542-6016

Background: Proposition 4 passed in 1979 and Proposition 111 passed in 1990, known as the Gann Initiative, created a restriction on the amount of revenue which can be appropriated in any fiscal year. The limit is based on actual appropriations during the 1978-79 fiscal year (base year) and is allowed to increase each year based upon the calculation using a percentage change in population as of January 1 of each year in conjunction with a change in the cost of living from previous fiscal year.

Issue and Discussion: Population estimates by the State Department of Finance as of January 1, 2025 indicate -0.05 percent change in the City and 0.08 percent change County-wide (Worksheet 5B). The per capita personal income (cost of living factor) changed by a ratio of 1.0644 from fiscal year 2024-2025. Only revenues referred to as “proceeds of taxes” are restricted by the limit. Proceeds of taxes for fiscal year 2025-2026 are calculated at $58,210,633 (Worksheet 2).

Financial Implications: The fiscal year 2025-2026 appropriations limit is $109,545,780 (Worksheet 4). The City’s appropriation subject to the limit from proceeds of taxes is $56,724,616. Therefore, the City’s appropriation is under the legal limit by $52,821,164.

Environmental Considerations: This is not a “project” subject to review under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: Consistent with City’s Financial Policies

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

October 21, 2025

Establishing the Appropriations Limit for the Fiscal Year 2025-2026 in Compliance with Proposition 111 in the Amount of $109,545,780

BACKGROUND

A. Article XIIIB of the California Constitution and Section 7910 of the Government Code of the State of California provide that the governing body of each jurisdiction shall by resolution establish its appropriation limit for the following fiscal year.

B. Proposition 111 approved in November 1990 now requires that the limit be calculated using new growth factors.

C. The City Council has reviewed the appropriate growth factors and does hereby choose the population growth within El Dorado County to better reflect the average daily population.

D. The City Council has reviewed the appropriate cost of living factors and does hereby choose the per capita personal income factor.

E. Documentation used in determination of the appropriations limit has been available to the public since October 3, 2025, in the Accounting Division, meeting the required fifteen (15) day period for public inspection as required by law.

F. The City Council of the City of South Lake Tahoe now desires to adopt said appropriations limit.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Hereby declares that the appropriations limit for the Fiscal Year 2025-2026 in compliance with Proposition 111 is established in the amount of $109,545,780.

Adopted by the City of South Lake Tahoe City Council on October 21, 2025 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

APPROPRIATIONS LIMIT 2025-2026

WORKSHEET # 1

	USER FEES	REVENUE BUDGET	DIVISION REVENUE TOTAL	EXPENSE BUDGET
10001730-34180	COPY CHARGES	50		
10001840-34032	IS SERVICES	70,000		
	TOTAL ACCOUNTING		70,050	2,151,053
10003110-34180	COPY CHARGES	50		
10003210-32116	TRANSPORTATION	1,500		
10003210-32120	ENCROACHMENT	160,000		
10003210-32118	OBSTRUCTION	800		
10003210-34135	PARCEL MERGE	6,000		
10003210-34150	ENGINEERING INPECTIONS	500		
10003210-34155	PLAN CHECK	500		
10002240-34230	FIRE PREVENTION SPECIAL INSPECT	70,000		
	TOTAL ENGINEERING		239,350	2,629,181
10003710-34xxx	PLANNING PERMITS	120,000		
	TOTAL PLANNING		120,000	749,078
10002210-34520	SERVICE CHARGES	100		
10002220-34223	FIRE SUPPRESSION FEES	2,500		
10002220-34260	EMS	0	Moved to 236-02262	
10002220-36283	OVERTIME REIMBURS.	200,000		
	TOTAL FIRE DEPARTMENT		202,600	12,029,020
10002110-32114	POLICE PERMITS	300		
10002110-34210	SPECIAL SVC	68,212		
10002110-34211	PD INCIDENTAL	15,000		
10002110-34213	BOOKING FEES	0		
10002150-33206	POST	80,000		
	TOTAL POLICE		163,512	16,223,618
10004105-34xxx	RECREATION ADMINISTRATION	0		
10004110-34xxx	GOLF COURSE	0		
10004130-34xxx	CAMPGROUND	520,000		
10004170-34xxx	PARK MAINTENANCE	67,500		
10004220-34xxx	RECREATION PROGRAMS	515,047		
10004225-34xxx	SPECIAL EVENTS	0		
10004230-34xxx	SENIOR CNTR	2,000		
	TOTAL PARKS & REC		1,104,547	6,445,944
			Revenues	Expenditures
	TOTAL GENERAL FUND USER FEES		1,900,059	40,227,894

APPROPRIATIONS LIMIT 2025-2026

WORKSHEET # 2

	GENERAL FUND REVENUE (less use of FB)	75,732,431		
	TOTAL GF REVENUES		**75,732,431**	
	TAXES			
Revenue	PROPERTY TAXES	12,322,000		
Summary	SALES TAX	20,310,140		
page	BUSINESS LICENSE	2,278,930		
	TOT Taxes	19,567,563		
31601and 31702	OTHER TAXES	486,000		
	TOTAL TAXES		54,964,633	
	REVENUE FROM STATE			
10001511-33201	Motor Vehicle in lieu	3,133,000	includes 33202	
10001511-33207	Off Highway Vehicles	0		
10001511-33204	HOPTR	78,000		
10001511-33208	MANDATES SB Reimburs.	35,000		
	TOTAL REVENUE FROM STATE		3,246,000	
	PROCEEDS OF TAXES			58,210,633
	NON TAX PROCEEDS			17,521,798
	TOTAL PROCEEDS	75,732,431		
	LESS INTEREST INCOME	2,000,000		
	NET	73,732,431		

	TOTAL	TAXES	NON-TAX
TOTAL	75,732,431	58,210,633	17,521,798
EXCLUSIONS (WORKSHEET # 7)	1,486,017	1,486,017	
INTEREST	2,000,000		2,000,000
NET	72,246,414	56,724,616	15,521,798
PERCENT	100%	79%	21%
ALLOCATION OF INTEREST	2,000,000	1,570,310	429,690
ADJUSTED TOTAL	74,246,414	58,294,926	15,951,488

APPROPRIATIONS LIMIT 2025-2026

INTEREST EARNINGS
PRODUCED BY TAXES

WORKSHEET # 3

CITY: South Lake Tahoe
FY: 2025-2026
BUDGET: ___X___ or ACTUAL: _____

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	58,210,633	(Worksheet # 2)
B. MINUS EXCLUSIONS	1,486,017	(Worksheet # 7)
C. NET INVESTED TAXES	56,724,616	(A - B)
D. TOTAL NON-INTEREST BUDGET	72,246,414	(Worksheet # 2)
E. TAX PROCEEDS AS PERCENT OF BUDGET	0.78515	(C / D)
F. INTEREST EARNINGS	2,000,000	Budget or Actual
G. AMOUNT OF INTEREST EARNED FROM TAXES	1,570,310	(E * F)
H. AMOUNT OF INTEREST EARNED FROM NON-TAXES	429,690	(F - G)

APPROPRIATIONS SUBJECT

TO LIMITATION

WORKSHEET # 4

CITY: South Lake Tahoe
FY: 2025-2026
BUDGET: ___X___ or ACTUAL: _____

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	58,210,633	(Worksheet # 2)
B. EXCLUSIONS	1,486,017	(Worksheet # 7)
C. APPROPRIATIONS SUBJECT TO LIMITATION	56,724,616	(A - B)
D. CURRENT YEAR LIMIT	109,545,780	(Worksheet # 6)
E. OVER (UNDER) LIMIT	(52,821,164)	(C - D)

WORKSHEET # 5A

May 2025

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio:	$\frac{6.44 + 100}{100} = 1.0644$	**INFLATION FACTOR**
Population converted to a ratio:	$\frac{0.28 + 100}{100} = 1.0028$	
Calculation of factor for FY 2025-26:	1.0644 x 1.0028 = 1.0674	

WORKSHEET # 5B

FISCAL YEAR 2025-26
Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
South Lake Tahoe City	El Dorado	-0.05	21,033	21,022	21,022
County Total	El Dorado	0.08	190,512	190,663	190,770

$$\frac{.08+100}{100} = 1.0008 \quad \text{POPULATION FACTOR}$$

POPULATION FACTOR:
The City may adjust its appropriations limit by either the percentage change in the City's own population growth, or the percentage change in the population growth for El Dorado County. The above factor represents the annual percentage change in population for El Dorado County.

APPROPRIATIONS LIMIT 2025-2026

WORKSHEET # 6

CITY: South Lake Tahoe
FY: 2025-2026
BUDGET: ___X___ or ACTUAL: _____

	AMOUNT	SOURCE
A. LAST YEAR'S LIMIT (24-25)	102,835,601	
B. ADJUSTMENT FACTORS		
1. Population %	1.0008	(Worksheet # 5B)
2. Inflation %	1.0644	(State Finance (Worksheet # 5A))
Total adjustment %	1.0653	(B1*B2)
C. ANNUAL ADJUSTMENT $	6,710,179	A*((B-1)*1)
D. OTHER ADJUSTMENTS:		
Prior Year Limit Correction (+)	0	
Sub-Total	0	
E. TOTAL ADJUSTMENTS	6,710,179	(C+D)
F. THIS YEAR'S LIMIT (25-26)	109,545,780	(A+E)

APPROPRIATIONS LIMIT 2025-2026

WORKSHEET # 7

EXCLUSIONS

				Budget
FEDERAL MANDATES				
41119	ALL UNEMPLOYMENT INS	12,400		
41128-41129	ALL MEDICARE	360,617		
	TOTAL FEDERAL		373,017	
STATE MANDATES				
10003410-44091	HAZARDOUS WASTE	14,000		
20103510-44091	HAZARDOUS WASTE	2,000		
20703610-44091	HAZARDOUS WASTE	2,000		
	TOTAL HAZ WASTE		18,000	
10002220-41040	FLSA OT (91% OF FIRE OT)	455,000		
20103510-33205	OVERLAY (Gas Tax Funds)	640,000		
	TOTAL STATE		1,095,000	
	GRAND TOTAL EXCLUSIONS			1,486,017

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:4

Agenda Item: Fiscal Year 2024-2025 Budgeted Funds Re-Appropriation

Executive Summary: The City of South Lake Tahoe Budget Policy provides for the carryover of operating program appropriations if funds are unspent and purchases are not fully received, or services could not be fully completed during the fiscal year. The annual practice of bringing forward this re-appropriation request is intended to keep the City Council and general public fully informed.

Requested Action / Suggested Motions: Pass a Motion to approve re-appropriation of Fiscal Year 2024-2025 budget for purchases and services with unfinished scope of work to Fiscal Year 2025-2026.

Responsible Staff Member: Olga Tikhomirova, Director of Finance

Reviewed and Approved By: Susan Blankenship, City Clerk Heather Stroud, City Attorney

Attachments:

01-Staff Report Reappropriation FY25 Budget to FY26.docx
02-Carry Forward to FY26 tables.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: **Fiscal Year 2024-2025 Budgeted Funds Re-Appropriation into Fiscal Year 2025-2026**

Location: Citywide

Responsible Staff Members: Olga Tikhomirova, Director of Finance (530)542-7431

Background: The City of South Lake Tahoe budget policy provides for the carryover of operating program appropriations if funds are unspent and purchases are not fully received, or services could not be fully completed during the fiscal year.

Issue and Discussion: This staff report is to advise City Council of funds that need to be re-appropriated. The listed re-appropriated purchases were either not fully received, or services could not be completed by September 30, 2025, and are still needed in the new fiscal year. The annual practice of bringing forward this re-appropriation request is intended to keep the City Council and the general public fully informed. It is consistent with the City Council's adopted budget policies.

Financial Implications: The City of South Lake Tahoe Budget Preparation Policy, adopted by the City Council, provides for the carryover of operating program appropriations:

> *C. Operating Carryover - Operating program appropriations not spent during the fiscal year will not automatically carry-over into the next fiscal year, and shall lapse at year-end. These un-spent appropriations shall be subject to re-appropriation into the subsequent fiscal year, except for long-term projects in progress that are carried forward to the following year and reserved for encumbrances*.

The current fiscal year budget for 2025-2026 will be amended by a total amount up to **$2,483,764**. This amount is to pay for obligations, including approved grants, that were budgeted and not fully received or could not be completed in the 2024-2025 fiscal year. Since the obligations were not complete, they have not been invoiced and paid.

$	969,466	-	General Fund expenses
$	1,514,298	-	Other Funds expenses
$	2,483,764	-	Total Re-appropriation

Environmental Considerations: The proposed action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section

15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: Consistent with the City's Financial Policy - Budget Preparation.

FY 2024-2025 General Fund Re-Appropriation

Vendor Name	Account Number	Carryforward Amount	Explanation	PO or Contract
Revenues:				
CIRA	100-01220-36288	Pending	CIRA reimbursements revenue balance true up (reduction amount pending)	
CERT Grant	100-01952-33209	Pending	Grant Spending and Reimbursement pending (reduction amount pending)	
		$ -		
Expenses:				
Gladwell Governmental Services, Inc	100-01130-42020	$ 2,670	Record retention update consultant	
Dell Marketing LP	100-01130-46120	$ 1,206	Computer replacement (various departments, accounts)	PO 13229
Dell Marketing LP	100-01210-46120	$ 603	Computer replacement (various departments, accounts)	PO 13229
Various	100-01220-42020	Pending	CIRA reimbursable expenses balance true-up (reduction amount pending)	
RSG Consulting	100-01310-42020	$ 28,190	Real Estate and Econ. Dev. Services for the Chateau site	
Dell Marketing LP	100-01310-46120	$ 1,206	Computer replacement (various departments, accounts)	PO 13229
MRG	100-01320-42020	$ 5,200	Personnel matters contract	C-182-2025
Garon Wyatt	100-01320-42020	$ 15,000	Personnel matters contract	C-154-2025
Pending	100-01320-42020	$ 20,000	Personnel matters contract (from 42010)	C-206-2025
Communications	100-01330-44034	$ 4,300	Retractable banners, foam letters for events	
Government Consulting Partners, Inc	100-01511-42030	$ 27,581	User Fee Study and Cost Allocation Plan	C-068-2025
HdL	100-01730-42030	$ 3,000	Additional BL data import project	
HdL	100-01730-42031	$ 1,500	Software modification for VHR reporting	
HdL	100-01730-46122	$ 3,500	Additional BL data import project	
Omnistruct LLC	100-01840-42020	$ 2,128	IT contract	C-003-2025
Cadence Team LLC	100-01840-42020	$ 38,000	Arctic Wolf	R14390
CentralSquare	100-01840-42030	$ 13,210	IT/Finance software upgrade consulting services	12941, 13106
Cadence Team LLC	100-01840-42030	$ 39,520	Vmware	PO 13090
Insight Public Sector	100-01840-46122	$ 6,505	O365 Extra file storage	PO 13216
CERT Grant	100-01952-42025	Pending	Grant Spending and Reimbursement pending (reduction amount pending)	
Johnson Controls Fire Protection LP	100-02110-46110	$ 80,000	PD Fire alarm control system update	PO 13237
Dell Marketing LP	100-02110-46120	$ 18,008	Computer replacement (various departments, accounts)	PO 13229
Drone Manufacturer	100-02120-46110	$ 20,000	Drone for patrol/swat/search and rescue operations	
Unknown	100-02120-46120	$ 3,000	Traffic Speed Data Collector	
Power DMS Admin software suite	100-02160-46110	$ 15,000	Currently in contract drafting and back-end buildout	
POST Training Provider	100-02180-44050	$ 20,000	POST Mandated Training for new SWAT members	
Dell Marketing LP	100-02210-46120	$ 9,102	Computer replacement (various departments, accounts)	PO 13229
AT&T Mobility	100-02210-46120	$ 13,050	iPads for Fire department received after 10/1/25 (accrual)	PO 13228
Eagle Engraving	100-02250-44216	$ 553	Axes for honor guard	
Flag	100-02250-44216	$ 713	Flags for honor guard	
Dell Marketing LP	100-03010-46120	$ 6,030	Computer replacement (various departments, accounts)	PO 13229
Lefrancois Engineering	100-03210-42020	$ 300,000	On call Professional and Traffic Engineer	C-171-2025
Shiels Sowko Consultants	100-03210-42020	$ 59,900	Professional eng. support services for LAPM compliance	C-109-2025
Eastern Sierra Engineering	100-03210-42020	$ 58,500	Project Management	C-268-2025
Crusader Fence Company Inc	100-03310-42025	$ 8,800	PD Gate Maintenance	PO 12893
Intech Mechanical Company Inc	100-03310-42025	$ 9,500	Various Repairs	PO 13225
California United Mechanical Inc	100-03310-42025	$ 9,500	Campground Restroom leak repair	PO 13226
California United Mechanical Inc	100-03310-42030	N/A	IT HVAC (work done/expense in FY 2025)	R14378
ADU contract	100-03710-42020	$ 5,900	ADU contract	
Mid-Town Area Plan	100-03710-42020	$ 38,850	Environmental Analysis	
Dell Marketing LP	100-04105-46120	$ 3,618	Computer replacement (various departments, accounts)	PO 13229
Cody's Forestry	100-04170-42030	$ 2,500	Tree removal	PO 13215
Grant Structural Engineering	100-04170-42030	$ 4,600	Parks Greenhouse Plans	PSA
Banner project	100-04170-45010	$ 26,507	Banners	
TBD	100-04170-46110	$ 42,516	Polaris UTV	
		$ 969,466		

FY 2024-2025 Other Funds Budgeted Re-Appropriation

Vendor Name	Account Number	Carryforward Amount	Explanation	PO or Contract
Revenues:				
		N/A		
		$ -		
Expenses:				
Altec Industries	210-03010-46110	$ 179,015	Boom Truck	PO 12920
LEHR AUTO ELECTRIC	211-02110-46130	$35,269	Equipment for 3 vehicles	PO 13103
Winnter Chevrolet, Inc	211-02110-46130	$117,606	(2) 2025 Chevrolet Silverado	PO 13109
LEHR AUTO ELECTRIC	211-02110-46130	$5,825	PA Vehicles Lighting Equipment	PO 13222
Champion Chevrolet	211-02110-46130	$80,470	(2) 2025 Chevrolet Colorado	PO 13224
TBD	217-04504-44032	$ 10,000	New Rec Center Arts Projects	
Multiple grant recipients	217-04504-44095	$ 15,500	ACT Microgrants	
VHR Program - Uniforms	218-05330-45016	$9,800	Newly allocated VHR CSO Uniforms and Equipment	
VHR Program - Office Build Out	218-05330-46020	$164,300	Explore Tahoe Build Out / VHR CSO Office location	
VHR Program - Vehicles	218-05330-46130	$225,000	VHR CSO Vehicles (CCM 10/21/25)	
VHR Program - Office Furniture	218-05330-46140	$20,000	Office Furniture for Explore Tahoe	
Multiple grant recipients	223-02120-44032	$ 459,690	FY 2025 grant recipients plus FY 2024 grants close out	Multiple
Stormwater Management Program	245-03215-42030	$ 20,400	Stormwater inlet repair contract in process	
Live Violence Free	250-06024-42025	$ 27,340	Pay for Success Agreeement	
Koch Elevator	501-05120-42030	$ 1,218	Specialized elevator services	PO 13081
Durabuild	501-05120-43025	$ 54,865	Stairs construction	C-081-2025
Blink	520-05320-46110	$88,000	EV Charging Stations (pending final amount)	
		$ 1,514,298		

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:5

Agenda Item: Purchase of Three Community Service Officer Vehicles from Champion Chevrolet and Related Equipment from Lehr

Executive Summary: This action item would authorize the purchase of three 2026 Chevrolet Silverado 4WD pick ups and related equipment, for a total purchase price not to exceed $207,195.74. Champion Chevrolet submitted the lowest bid in a competitive bidding process on Planet Bids. Additional electronics and equipment will be obtained through a Placer County cooperative purchase agreement with Lehr. Up fitting will be done by Fleet Services.

Requested Action / Suggested Motions: Pass a Motion authorizing the purchase of three 2026 Chevrolet Silverado 4WD pickups from Champion Chevrolet, and authorizing purchase of related equipment through cooperative purchasing from a Placer County contract with Lehr per South Lake Tahoe City Code section 3.45.090, using existing budget appropriations up to $207,195.74.

Responsible Staff Member: Lt. Scott Crivelli

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

- 01-Staff Report - CSO Vehicle Purchases.docx
- 02 - CSO Silverado Spec Sheet.pdf
- 03 - CSO Silverados Planet Bid.pdf
- 04 - CSO Silverado Invoices - Champion Chevrolet.pdf
- 05 - 50115 Sales Quote - Lehr 55569.pdf
- 06 - Placer County Contract SCN107418 Lehr.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: Community Service Officers Vehicle Purchase

Location: Citywide

Responsible Staff Member: Lieutenant Scott Crivelli

Background: Historically, funding for the purchase of emergency vehicles has come almost entirely from Proposition 172, a Safety Sales Tax. This is a restricted revenue source required to be used specifically for public safety services which includes sheriffs, police, fire protection, county district attorneys, county corrections and ocean lifeguards. The Community Service Officer vehicles will be purchased using funds appropriated by City Council on June 17, 2025, from the VHR account.

Issue and Discussion: After the amendment to the VHR program budget, the Police Department's Community Service Officer (CSO) staffing went from 4 CSOs and a supervisor to 8 CSOs and two supervisors.

Currently, our CSO vehicle fleet cannot accommodate the expansion of CSO employees and the expanded scope of VHR enforcement. Additionally, the CSO fleet is aging, and replacement is needed. On June 17, 2025, Council authorized the allocation of $225,000 to purchase vehicles for the expansion of VHR enforcement within the police department. The purchase of these vehicles will allow multiple CSOs to be on duty at the same time and spread their enforcement throughout the city.

The Police Department seeks approval to purchase three (3) 2026 Chevrolet Silverado 1500 4WD pick-up trucks to be outfitted for code enforcement and VHR enforcement field response.

Chevrolet offers this Silverado in a 4-wheel drive truck. The Police Department has found these specific vehicles to be effective, reliable, and comfortable for all seasons and the varying driving conditions in South Lake Tahoe. The City's Fleet Division has endorsed the purchase of this vehicle type and brand for the police department to maintain consistency in the police fleet for efficiency in maintenance.

The police department also recommends the purchase of equipment for upfitting such as yellow overhead lights, push bumpers, computers, and other internal components. Mobile radios for these vehicles have already been purchased. The flexible nature of CSO response has shown that these trucks will need a sliding bed based on experience and recommendations from CSOs in the field. As the build out is significantly less intensive than a patrol car, the Fleet Division has agreed to do the equipment upfitting. The upfit equipment will be purchased from Lehr.

At the request of the Police Department, the Fleet Division advertised the procurement through Planet Bids on September 8, 2025. Twenty-six vendors were notified. When the bidding process closed on September 24, 2025; Champion Chevrolet in Reno, NV had submitted the lowest bid.

Financial Implications: The expense of the vehicle purchase recommended in this staff report will have no impact on the City General Fund. The total purchase price, with all equipment, for three 2026 Chevrolet Silverado 4WD trucks will be $207,195.74 from the Police Department VHR program vehicle fund (21805330 46130). The VHR vehicle fund/ currently has approximately $225,000 available

The collective bid for these three CSO trucks was $152,647.77, with CA sales tax; the price of each Chevy Silverado, with tax is $50,882.59. The department recommends purchasing these three CSO vehicles.

The department also recommends purchasing equipment from Lehr. The cost to outfit all three trucks with additional equipment from Lehr will be $54,547.97.

The price of each Chevy Silverado, plus its equipment with tax is $69,065.24.

A cooperative purchase agreement will be used for all other equipment from Lehr using Placer County- Lehr contract SCN107418.

Environmental Considerations: This is not a 'project' subject to review under the California Environmental Quality Act (CEQA) under CEQA guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: This report considers Climate Action Plan Action Item EV-2 which directs city fleet vehicles toward electric vehicles. In conversations with the Sustainability Coordinator, we agree that emergency response EVs are not a viable option for emergency response police operations. Community Service Officers and their vehicles provide significant code enforcement, VHR enforcement, traffic control support, and support to patrol operations daily, but more significantly during emergency operations. These CSO vehicles fall under the emergency response vehicle exemption to the Advanced Clean Fleet Regulations

The purchase of these vehicles supports the following strategic priorities:

- Priority 3: Ensure Public Safety
- Priority 5.7: Evaluation of city-wide parking management strategies including potential expansion of paid parking and reduction of parking requirements.

Vehicle Locator

Detail Report for Customer

[redacted]

Customer/Company:
Address: undefined
undefined

[redacted] ales Consultant:

Vehicle #1: 2026 Chevrolet 1500 Silverado	VIN/Order #	MSRP	Stock #

Body Style: CK10543-4WD, Short Crew
PEG: 1CX-Custom Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim
Engine: L3B-Engine: TurboMax
Transmission: MFC-8-Speed Automatic

Options:
1CX-Custom Preferred Equipment Group
1SZ-Option Package Discount
4AA-Interior Trim, Jet Black
A2X-Power Seat Adjuster (Driver's Side)
AKO-Glass, Deep Tinted
AQQ-Keyless Remote Entry
AXG-WINDOW REG DRVR DR POWER OPERATED, EXPRESS UP/DOWN
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
B30-Floor Covering: Carpet, Color Keyed
BTV-Remote Engine Starting Pkg
C49-Defogger, Rear Window, Electric
C5W-GVW Rating 7000 Lbs
DLF-Mirrors, O/S: Power, Heated
E63-Durabed
EF7-COUNTRY UNITED STATES OF AMERICA (USA)
GAZ-Summit White
GU6-Rear Axle: 3.42 Ratio
H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim
IOR-Chevrolet Infotainment, 7" Color Screen
J26-ENGINEERING YEAR 2026
K34-Cruise Control
KC9-110 Volt Electrical Receptacle, In P/U Box
KI4-120 Volt Electrical Receptacle, In Cab
KW5-Alternator, 220 AMP
L3B-Engine: TurboMax
MAH-MARKETING AREA US, PUERTO RICO/USVI
MFC-8-Speed Automatic
NB5-Single Exhaust System
NB9-Emissions Override, State Specific
PCW-TurboMax Blackout Package
PCX-1CX/2CX Convenience 1 Package
PDB-LPO - Dark Essentials Package
PDX-1CX Custom Value Package
PED-Chevy Safety Assist
QAE-Tires: 275/60 R20 All Terrain, Blackwall
QAQ-Tire, Spare: 255/80 R17 All Season, Blackwall
QK2-Multi-Flex Tailgate
QT5-Tailgate Function--EZ Lift, Power Lock & Release
RD5-Wheels, 20" Black Painted Aluminum
RIA-LPO - Interior Floor Liners
RIK-LPO - Badge Exterior Black Nameplates
RVS-LPO - Assist Steps, 4" Round, Tubular, Black
SAF-Spare Tire Lock
SFZ-LPO--Chevy Bow Tie, Blacked Out
SLM-Sales Stock Orders
TQ5-Headlamps, Intellibeam
U2K-SiriusXM Satellite Radio (subscription)
UBI-2-USBs, Second Row Charge/Data Ports
UE1-OnStar Communication System
UE4-Following Distance Indicator
UEU-Sensor, Forward Collision Alert
UF2-Lighting, Cargo Box, LED
UHX-Lane Keep Assist/Departure Warning
UHY-Automatic Emergency Braking
UKJ-Sensor, Front Pedestrian Braking
UQF-Speaker System: Standard Sound System
UTJ-Theft Protection System, Unauthorized Entry
V76-Recovery Hooks
VBJ-LPO - Under Seat Storage
VK3-Front License Plate Mounting Provisions
VTA-LPO - Dark Chrome Exhaust Tip
VV4-4G LTE Wi-Fi Hotspot capable
WMI-Aero Shutters, front grille
WNO-VIN MODEL YEAR 2026
X88-Nameplate - Chevrolet
YF5-California Emissions
YM8-LPO Processing Option
Z60-Suspension Package
Z82-Trailering Package

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Bid Detail

Project Title	Purchase of 2026 Chevrolet Silverado
Invitation #	09-08-2025
Bid Posting Date	09/08/2025 12:36 PM (PDT)
Project Stage	Closed
Bid Due Date	09/24/2025 7:00 AM (PDT)
Response Format	Electronic & Paper
Link to Project	https://vendors.planetbids.com/portal/14997/bo/bo-detail/133597
Reference ID	2025-08-09
Project Type	RFQ (Request for Quote)
Response Types	Line Items
Type of Award	Lump Sum
Categories	336112 - Light Truck and Utility Vehicle Manufacturing 423110 - Automobile and Other Motor Vehicle Merchant Wholesalers 441110 - New Car Dealers 441229 - All Other Motor Vehicle Dealers
License Requirements	
Restriction	None
Restricted To	
Department	Public Works
Address	1700 D Street South Lake Tahoe, California 96150
County	El Dorado
Bid Valid	
Liquidated Damages	
Target Bid Amount	
Estimated Bid Value	
Start/Delivery Date	
Project Duration	
Prevailing Wage	No
Cooperative Bid	No
Piggy-backable	No
eBid Notes	

Pre-Bid Meeting Information

Pre-Bid Meeting	No

Online Q&A

Online Q&A	Yes
Q&A Deadline	09/18/2025 10:58 AM (PDT)

Contact Information

Contact Info	Phil Harwood 530-542-6086 pharwood@cityofslt.us
Bids to Owner's Agent	

Description

Scope of Services
Other Details
Notes
Special Notices
Local Programs & Policies

Documents

File Title	File Name	Status
2026 Chevrolet Silverado 1500 4wd **Download Cost** $0.00	Chevy Spec.pdf	On Server

Line Items

Item #	Item Code	Section	Type	Description	UOM	Qty	Reference	MFR	Model #	Brand Req	Brand	Delivery Loc
1		Section 1		Chevrolet Silverado 1500 4wd	EA	3		Chevrolet	Silverado			
2		Section 2		Delivery to South Lake Tahoe 96150	EA	3						
3		Section 3		Sales Tax 8.75% to be added to bid	EA	3						
4		Section 4		Vehicles need to be available two weeks after close of bid	EA	3						

Vendor Notification

Agency Notifications `39 City of South Lake Tahoe vendors notified`

09/08/2025 12:36 PM (PDT) 26 vendors notified

using Criteria **Category:**
336112 - Light Truck and Utility Vehicle Manufacturing
423110 - Automobile and Other Motor Vehicle Merchant Wholesalers
441110 - New Car Dealers
441229 - All Other Motor Vehicle Dealers

Country: United States
State: California

Bar None Auction (241542)
2440 Gold River Road, Suite 200
Rancho Cordova, California 95670
United States
Contact: Jennifer Spradlin
Phone: 916-265-2488
Fax: 916-638-8961
Email: jspradlin@barnoneauction.com

BOB WONDRIES MOTORS (73202)
400 S. Atlantic Blvd.
Alhambra, California 91801
United States
Contact: Yesenia Covarrubias
Phone: 626-457-5590 **ext.**
Fax: 626-457-5593
Email: wondriesfleetbids@gmail.com

CDCE INC (72334)
22641 OLD CANAL ROAD
YORBA LINDA, California 92887
United States
Contact: BRIAN SOLOMON
Phone: 714-282-8881 **ext.** 225
Fax: --
Email: BSOLOMON@CDCE.COM
WBE

CHAMPION CHEVROLET (1473227)
800 KIETZKE LANE
RENO, California 89502
United States
Contact: KYLE OUTLAND
Phone: 775-334-6525
Fax:
Email: koutland@championchev.com

Coaling Motors / Lasher Dodge (141854)
625 E Elm St
Coalinga, California 93210-1514
United States
Contact: Bill Kemery
Phone: 916-429-4700
Fax: 916-421-0149
Email: billk@lasherauto.com

Courtesy Chevrolet Center (1657594)
750 Camino Del Rio North
san Diego, California 92108
United States
Contact: Javier Botero
Phone: 619-297-4321
Fax:
Email: jbotero@courtesysd.com

Elk Grove Auto (1519310)
8575 Laguna Grove Drive
Elk Grove, California 95757
United States
Contact: Jerry Powers
Phone: 916-426-5752
Fax:
Email: Dodge@lasherauto.com

EVCS (1386233)
11800 Clark Street
Arcadia, California 91006
United States
Contact: Melissa Lowry
Phone: 866-300-3827
Fax:
Email: grants@evcs.com

Fairfield Chevrolet (1550755)
2501 Martin Rd
Fairfield, California 94534
United States

Contact: Marco Oropeza
Phone: 707-249-2315
Fax:
Email: fleet@fairfieldchevrolet.net

Fremont Chevrolet (1470937)
5850 Cushing pkwy
Fremont, California 94538
United States

Contact: Nelson Huntley
Phone: 707-494-4480
Fax:
Email: Nelson.huntley@cacargroup.com

Fresno Truck Center (72545)
100 Opportunity Street
Sacramento, California 95838
United States

Contact: Dean Needham
Phone: 916-286-2013 **ext.**
Fax: 916-286-2085
Email: dneedham@sacramentotruck.com

Future CDJR of Concord (1267690)
2121 Diamond blvd
Concord, California 94520
United States

Contact: Ramin Bateni
Phone: 925-822-8650
Fax:
Email: rbateni@futurecdjr.com

Greenkraft Inc (597590)
2530 South Birch Street
Santa Ana, California 92707
United States

Contact: Sosi Bardakjian
Phone: 714-545-7777 **ext.** 222
Fax:
Email: sosi@greenkraftinc.com

Greenwood Chevrolet (1274747)
270 San Felipe Rd.
Hollister, California 95023
United States

Contact: Chris Greenwood
Phone: 831-637-5328
Fax:
Email: chris.greenwood@greenwoodmotors.com

Jack Doheny Supplies, Inc. (72655)
1700 Verne Roberts Circle
Antioch, California 94509
United States

Contact: MARK PADUVERIS
Phone: 925-777-0944
Fax: 925-777-0945
Email: markpaduveris@dohenysupplies.com

Pacific Material Handling Solutions, INC (72845)
8111 Fruitridge Rd.
Sacramento , California 95826
United States

Contact: Pete Thomas
Phone: 916-381-4000 **ext.**
Fax: 916-381-5217
Email: pthomas@pmhsi.com

PREMIER CDJR OF BUENA PARK (1620720)
7301 artesia blvd
buena park, California 90621
United States

Contact: Patrick Graham
Phone: 714-606-6691
Fax:
Email: PGRAHAM@PREMIERCDJRBUENAPARK.COM

Sacramento CDJR LLC (1624408)
3610 Fulton Ave
Sacramento, California 95828
United States

Contact: Shanna Fairbanks
Phone: 916-975-9977 **ext.** 1889
Fax:
Email: shannaf@cdjrsacramento.com

WBE

Selman Chevrolet (1322679)
1800 E Chapman Ave
Orange, California 92867
United States

Contact: Mike Bradley
Phone: 949-836-8437
Fax:
Email: mikebradley@selmanchevy.com

SF Moto (1069800) 275 8th. Street San Francisco, California 94103-3924 United States	**Contact:** Eric Halladay **Phone:** 415-861-6100 **ext.** 285 **Fax:** 415-861-7198 **Email:** eric@sfmoto.com	OSB
South Bay Auto Auction (605757) 13210 S Normandie Ave Gardena, California 90249 United States	**Contact:** Bradley Lance **Phone:** 209-647-3377 **Fax:** **Email:** bradley.lance@southbayautoauction.com	
US Auctions (667931) 130 East 9th Street Upland, California 91786 United States	**Contact:** Armando Camarena **Phone:** 909-921-1008 **Fax:** **Email:** armando@usauctions.net	
Watsonville Fleet Group (1001561) 555 Auto Center Drive Watsonville, California 95076 United States	**Contact:** Yesenia Covarrubias **Phone:** 626-457-5590 **Fax:** 626-457-5593 **Email:** fleet@watsonvillefleetgroup.com	
Wattco (1270172) 2230 Cordelia Road Fairfield, California 94534 United States	**Contact:** Larry Tucker **Phone:** 707-435-9233 **Fax:** **Email:** ltucker@Wattco.net	
Western Truck Exchange (381840) 159 E. Manchester Ave Los Angeles, California 90003 United States	**Contact:** Dan Holtzman **Phone:** 323-750-1277 **Fax:** 323-789-9929 **Email:** dan@westtruck.com	OSB, SBE
Winner Chevrolet, Inc. (1272099) 8575 Laguna Grove Drive Elk Grove, California 95757 United States	**Contact:** Jerry Powers **Phone:** 916-426-5752 **Fax:** 916-421-0149 **Email:** winner@lasherauto.com	

09/18/2025 9:23 AM (PDT) 13 vendors notified

using Criteria **Category:**
336112 - Light Truck and Utility Vehicle Manufacturing
423110 - Automobile and Other Motor Vehicle Merchant Wholesalers
441110 - New Car Dealers
441229 - All Other Motor Vehicle Dealers

Adamson Industries Corp. (72163)
45 Research Dr.
Haverhill, Massachusetts 01832
United States

Contact: Dawn Davidson
Phone: 978-681-0370 **ext.**
Fax: 800-710-9099
Email: sales@adamsonindustries.com

WBE

Amaru Motors 3 LLC dba Charlie Clark Nissan El Paso (1669153)
6451 S. Desert Blvd.
El Paso, Texas 79932
United States

Contact: Ray K. Locklin
Phone: 575-652-1077
Fax:
Email: ray.locklin@cclarkauto.net

American Vet Works Inc (1391063)
14 Mariners Lane
Northport, New York 11768
United States

Contact: Thomas Mahoney
Phone: 631-651-1838
Fax:
Email: tm@amvetworks.com

WBE, OSB

CARVILLE CHRYSLER DODGE JEEP RAM (1390036)
300 Bachman Drive Blue Sky Automotive Inc.
Greeneville, Tennessee 37745
United States

Contact: Carl Reinhart
Phone: 717-471-8108
Fax:
Email: carl@carvillecdjr.com

CivicBridges (1473015)
2195 Village Park Ave Ste 100
Twin Falls, Idaho 83301
United States

Contact: Doug Anderson
Phone: 208-538-9897
Fax:
Email: mark@civicbridges.com

WBE

Gatormoto Utility Vehicles & more LLC (209626)
2426 Mayport Rd
Atlantic Beach, Florida 32233
United States

Contact: Brett Jackrel
Phone: 904-247-1818
Fax: 904-247-2229
Email: bjackrel@motoelectricvehicles.com

Michael Hohl Motors (1273032)
2900 Research Way
Carson City, Nevada 89706
United States

Contact: Terry Rouda
Phone: 806-474-6654
Fax:
Email: ninertr@gmail.com

PFVT Motors LLC (1555022)
9130 W Bell Road
Peoria, Arizona 85382
United States

Contact: Peoria Ford Government Sales Team
Phone: 480-676-4880
Fax:
Email: sales@governmentautosales.com

Raceway Car Wash (922975)
2398 E.Camelback Rd
Phoenix, Arizona 85016
United States

Contact: Neal Opet
Phone: 480-888-5866
Fax:
Email: fleetaccounts@racewaycarwash.com

ROME TRUCK PARTS, INC. (72949)
241 DEMPSEY ROAD
ROME, Georgia 30161
United States

Contact: William Kent
Phone: 706-295-4345 **ext.**
Fax: 706-234-6292
Email: will@rometruckparts.com

Spitz Financial Services, Inc (1116493)
10200 E. Girard Ave. B-223
Denver, Colorado 80231
United States

Contact: Jonathon Spitz
Phone: 303-765-4919 **ext.** 104
Fax:
Email: jonathon@alliance-leasing.com

VariTech Industries, Inc. (73147)
4115 Minnesota Street
Alexandria, Minnesota 56308
United States

Contact: Lee Wilken
Phone: 320-763-5074 **ext.**
Fax: 320-763-5612
Email: sales@varitech-industries.com

XTREME GREEN PRODUCTS INC (281054)
3010 EAST ALEXANDER ROAD SUITE1002
NORTH LAS VEGAS, Nevada 89030
United States

Contact: DAN LEAVITT
Phone: 702-870-0700
Fax:
Email: DAN@XGPINC.COM

Addenda

None

Bidder Details

Vendor Name	CHAMPION CHEVROLET
Address	800 KIETZKE LANE RENO, California 89502 United States
Respondee	Kyle Outland
Respondee Title	FLEET MANAGER
Phone	775-334-6525
Email	koutland@championchev.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	09/22/2025 6:39 AM (PDT)
Delivery Method	ASAP
Bid Responsive	
Bid Status	Submitted
Confirmation #	448485

Respondee Comment

Buyer Comment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$140,367.7500		
1			Chevrolet Silverado 1500 4wd	EA	3	$46,789.2500	$140,367.7500	Yes	IN STOCK
Section 2							$0.0000		
2			Delivery to South Lake Tahoe 96150	EA	3	$0.0000	$0.0000	Yes	FOB CHAMPION CHEVROLET
Section 3							$12,280.0200		
3			Sales Tax 8.75% to be added to bid	EA	3	$4,093.3400	$12,280.0200	Yes	
Section 4							$0.0000		
4			Vehicles need to be available two weeks after close of bid	EA	3	$0.0000	$0.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$140,367.7500**
Section 2	**$0.0000**
Section 3	**$12,280.0200**
Section 4	**$0.0000**
Grand Total	**$152,647.7700**

Email History

September 18, 2025 9:23 AM (PDT) Bid Edit: Notice of Bid Update for Purchase of 2026 Chevrolet Silverado (09-08-2025)

To: MZB Traffic Management Inc. (info@mzbinc.com), Sacramento CDJR LLC (shannaf@cdjrsacramento.com), Amaru Motors 3 LLC dba Charlie Clark Nissan El Paso (ray.locklin@cclarkauto.net), Michael Hohl Motors (ninertr@gmail.com), Selman Chevrolet (veible@selmanchevy.com), CivicBridges (doug@civicbridges.com), Canonelreno Inc. (karencreno78@gmail.com), Fairfield Chevrolet (fleet@fairfieldchevrolet.net)

This is a notification pertaining to Purchase of 2026 Chevrolet Silverado (09-08-2025), with a bid due date of September 24, 2025 7:00 AM (Pacific).

A change has been made to the bid.

Please visit the bid details for more information.

CUST# 221019

DEAL# 638782

RETAIL ORDER FOR A MOTOR VEHICLE

10/07/2025
DATE

TO CHAMPION CHEVROLET
800 KIETZKE LANE RENO, NV 89502
(775)786 3111

KYLE M OUTLAND
SALESMAN'S NAME

CITY OF SOUTH LAKE TAHOE
PURCHASERS NAME

1700 D ST
STREET ADDRESS

S LAKE TAHOE — CITY
CA 96150-6227 — STATE

530-542-6085 — RES PHONE
530-542-6087 — BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING ☒ NEW ☐ CAR ☐ USED ☒ TRUCK YEAR 2026 MAKE CHEVROLET

MODEL OR SERIES SILVERADO 1500 LT | BODY TYPE PU | COLOR WHITE | MVI OR SERIAL NO. 1GCPKBEK4TZ152765

TO BE DELIVERED ON OR ABOUT 7th October 20 25 STOCK NO. 26-0176

CASH DELIVERED PRICE OR UNIT	$	46781.00
ACCESSORIES (DEALER INSTALLED)	$	N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
CASH SALE PRICE OF DESCRIBED VEHICLE	$	46781.00
DOCUMENTARY FEE (NOT A GOVERNMENT FEE)	$	N A
(NEVADA) ETITLE FEE		N A
STATE AND LOCAL TAXES		4093.34
NEVADA TITLE FEE OR OUT OF STATE SPECIAL DRIVE-A-WAY PERMIT		8.25
1. TOTAL PRICE OF UNIT	$	50882.59
2. DOWN PAYMENT: consisting of $ N/A in cash and/or $ N/A net trade-in allowance on trade-in; and $ N/A tax credit from trade-in. See statement in right hand column for details.	$	N A
3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between items 1 and 2)	$	50882.59

USED CAR TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN N/A
YEAR N/A MODEL N/A BODY N/A
MVI OR SERIAL NO. N/A
BALANCE OWED TO N/A
ADDRESS N/A

USED CAR TRADE-IN #2

MAKE OF TRADE-IN N/A
YEAR N/A MODEL N/A BODY N/A
MVI OR SERIAL NO. N/A
BALANCE OWED TO N/A
ADDRESS N/A

USED TRADE-IN ALLOWANCE(S)	$	N A
BALANCE OWED ON TRADE-IN(S)		N A
NET ALLOWANCE ON USED TRADE-IN	$	N A
TAX CREDIT DUE FROM TRADE-IN (NEVADA)		N A
DEPOSIT OR CREDIT BALANCE		N A
FACTORY REBATE		N A
DOWN PAYMENT (Trans. to Left Col.)	$	N A

TRADE-IN

BUYER AGREES THAT SHOULD PAYOFF ON TRADE-IN EXCEED THE ESTIMATED PAYOFF OR SHOULD A LENDER MISQUOTE THE PAYOFF, THE BUYER WILL ASSUME ALL LIABILITY FOR EXCESS THEREOF:

This motor vehicle is sold as is without any warranty either expressed or implied , the purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle.

X _____

THIS TRANSACTION SUBJECT TO CREDIT APPROVAL BY A CONSUMER LENDING INSTITUTION, OTHER THAN CHAMPION CHEVROLET.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof. That this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. Further, THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser, by his execution of this Order, acknowledges that he has read its terms and conditions and has received a true copy of this Order.
The purchaser guarantees to the dealer that the vehicle(s) being purchased, or leased, are intended for principal use in the United States. If the purchaser exports any vehicle purchased for principal use in a foreign country, then the purchaser will be liable to the dealer for any and all damages, and penalties, that the dealer may Incur because of purchaser's actions,

_____ 10/07/2025 — PURCHASER'S SIGNATURE / DATE

ACCEPTED BY: _____ — DEALER OR HIS AUTHORIZED REPRESENTATIVE

115756*1*CC-FI

10/07/2025 01:35 pm

CUST# 221019

DEAL# 638783

RETAIL ORDER FOR A MOTOR VEHICLE

10/07/2025
DATE

TO CHAMPION CHEVROLET
800 KIETZKE LANE RENO, NV 89502
(775)786 3111

KYLE M OUTLAND
SALESMAN'S NAME

CITY OF SOUTH LAKE TAHOE
PURCHASERS NAME

1700 D ST
STREET ADDRESS

S LAKE TAHOE — CITY
CA 96150-6227 — STATE

530-542-6085 — RES PHONE
530-542-6087 — BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING ☒ NEW ☐ CAR ☐ USED ☒ TRUCK YEAR 2026 MAKE CHEVROLET

MODEL OR SERIES SILVERADO 1500 LT — BODY TYPE PU — COLOR WHITE — MVI OR SERIAL NO. 1GCPKBEK8TZ154552

TO BE DELIVERED ON OR ABOUT 7th October 20 25 STOCK NO. 26-0181

CASH DELIVERED PRICE OR UNIT	$	46781.00
ACCESSORIES (DEALER INSTALLED)	$	N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
CASH SALE PRICE OF DESCRIBED VEHICLE	$	46781.00
DOCUMENTARY FEE (NOT A GOVERNMENT FEE)	$	N A
(NEVADA) ETITLE FEE		N A
STATE AND LOCAL TAXES		4093.34
NEVADA TITLE FEE OR OUT OF STATE SPECIAL DRIVE-A-WAY PERMIT		8.25
1. TOTAL PRICE OF UNIT	$	50882.59
2. DOWN PAYMENT: consisting of $ N/A in cash and/or $ N/A net trade-in allowance on trade-in; and $ N/A tax credit from trade-in. See statement in right hand column for details.	$	N A
3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between items 1 and 2)	$	50882.59

USED CAR TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN N/A
YEAR N/A MODEL N/A BODY N/A
MVI OR SERIAL NO. N/A
BALANCE OWED TO N/A
ADDRESS N/A

USED CAR TRADE-IN #2

MAKE OF TRADE-IN N/A
YEAR N/A MODEL N/A BODY N/A
MVI OR SERIAL NO. N/A
BALANCE OWED TO N/A
ADDRESS N/A

USED TRADE-IN ALLOWANCE(S)	$	N A
BALANCE OWED ON TRADE-IN(S)		N A
NET ALLOWANCE ON USED TRADE-IN	$	N A
TAX CREDIT DUE FROM TRADE-IN (NEVADA)		N A
DEPOSIT OR CREDIT BALANCE		N A
FACTORY REBATE		N A
DOWN PAYMENT (Trans. to Left Col.)	$	N A

TRADE-IN

BUYER AGREES THAT SHOULD PAYOFF ON TRADE-IN EXCEED THE ESTIMATED PAYOFF OR SHOULD A LENDER MISQUOTE THE PAYOFF, THE BUYER WILL ASSUME ALL LIABILITY FOR EXCESS THEREOF:

This motor vehicle is sold as is without any warranty either expressed or implied , the purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle.

X _____

THIS TRANSACTION SUBJECT TO CREDIT APPROVAL BY A CONSUMER LENDING INSTITUTION, OTHER THAN CHAMPION CHEVROLET.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof. That this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. Further, THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser, by his execution of this Order, acknowledges that he has read its terms and conditions and has received a true copy of this Order.
The purchaser guarantees to the dealer that the vehicle(s) being purchased, or leased, are intended for principal use in the United States. If the purchaser exports any vehicle purchased for principal use in a foreign country, then the purchaser will be liable to the dealer for any and all damages, and penalties, that the dealer may Incur because of purchaser's actions,

_____ 10/07/2025 — PURCHASER'S SIGNATURE — DATE

ACCEPTED BY: _____ — DEALER OR HIS AUTHORIZED REPRESENTATIVE

CUST# 221019

DEAL# 638784

RETAIL ORDER FOR A MOTOR VEHICLE

10/07/2025
DATE

TO CHAMPION CHEVROLET
800 KIETZKE LANE RENO, NV 89502
(775)786 3111

KYLE M OUTLAND
SALESMAN'S NAME

CITY OF SOUTH LAKE TAHOE
PURCHASERS NAME

1700 D ST
STREET ADDRESS

S LAKE TAHOE — CITY
CA 96150-6227 — STATE

530-542-6085 — RES PHONE
530-542-6087 — BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING ☒ NEW ☐ CAR ☐ USED ☒ TRUCK YEAR 2026 MAKE CHEVROLET

MODEL OR SERIES SILVERADO 1500 LTD — BODY TYPE PU — COLOR WHITE — MVI OR SERIAL NO. 3GCPKBEK4TG147680

TO BE DELIVERED ON OR ABOUT 7th October 2025 — STOCK NO. 26-0347

CASH DELIVERED PRICE OR UNIT	$	46781.00
ACCESSORIES (DEALER INSTALLED)	$	N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
N/A		N A
CASH SALE PRICE OF DESCRIBED VEHICLE	$	46781.00
DOCUMENTARY FEE (NOT A GOVERNMENT FEE)	$	N A
(NEVADA) ETITLE FEE		N A
STATE AND LOCAL TAXES		4093.34
NEVADA TITLE FEE OR OUT OF STATE SPECIAL DRIVE-A-WAY PERMIT		8.25
1. TOTAL PRICE OF UNIT	$	50882.59
2. DOWN PAYMENT: consisting of $ N/A in cash and/or $ N/A net trade-in allowance on trade-in; and $ N/A tax credit from trade-in. See statement in right hand column for details.	$	N A
3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between items 1 and 2)	$	50882.59

USED CAR TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN N/A
YEAR N/A MODEL N/A BODY N/A
MVI OR SERIAL NO. N/A
BALANCE OWED TO N/A
ADDRESS N/A

USED CAR TRADE-IN #2

MAKE OF TRADE-IN N/A
YEAR N/A MODEL N/A BODY N/A
MVI OR SERIAL NO. N/A
BALANCE OWED TO N/A
ADDRESS N/A

USED TRADE-IN ALLOWANCE(S)	$	N A
BALANCE OWED ON TRADE-IN(S)		N A
NET ALLOWANCE ON USED TRADE-IN	$	N A
TAX CREDIT DUE FROM TRADE-IN (NEVADA)		N A
DEPOSIT OR CREDIT BALANCE		N A
FACTORY REBATE		N A
DOWN PAYMENT (Trans. to Left Col.)	$	N A

TRADE-IN
BUYER AGREES THAT SHOULD PAYOFF ON TRADE-IN EXCEED THE ESTIMATED PAYOFF OR SHOULD A LENDER MISQUOTE THE PAYOFF, THE BUYER WILL ASSUME ALL LIABILITY FOR EXCESS THEREOF:

This motor vehicle is sold as is without any warranty either expressed or implied , the purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle.

X _____

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10/07/2025
PURCHASER'S SIGNATURE — DATE

ACCEPTED BY: _____
DEALER OR HIS AUTHORIZED REPRESENTATIVE

115756*1*CC-FI

10/07/2025 01:39 pm

Sales Quote

9240 Prototype Dr Reno, NV 89521-8987
Phone: 775-507-2460 Fax:

Quote Number: 55569
Document Date: 8/27/2025
Terms: Net 30
Payment Method:

Sell To: City of South Lake Tahoe
Scott Crivelli
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: (530) 542-6130

Ship To: South Lake Tahoe-Motor Pool
Scott Crivelli
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 62850
SalesPerson Darian Putnam

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
	2025 Chevy Silverado Crew Cab PPV (3 vehicles) **Using Placer County Contract SCN107418**			
	Front End Equipment			
IONA	Whelen ION Series Super-LED Universal Light - Amber	6	100.80	604.80
SA315P	Whelen Siren Speaker 100W	3	199.99	599.97
SAK70	Whelen, Speaker Bracket, Fits 2021-23 Tahoe	3	31.80	95.40
	Side Equipment			
ENT2B3F	Soundoff, Intersector Black 18 LED Amber/White	6	234.93	1,409.58
	Roof Equipment			
BB2FFFF-LEHR	Whelen, Liberty II Duo WCX 54" - Amber/White	3	2,335.00	7,005.00
STPKT101	Whelen, Strap Kit, Fits Silverado 1500 2019-2020, Tahoe	3		
NMO-K-DS	3/4" Hole NMO Style Mount w/17' DS Coax	3	38.90	116.70
	Drivers Compartment Equipment			
C-VSW-2600-SILV	Havis, 12.5" Wide Flat 26" Vehicle Specific Console 2019-21 Chevy Silverado and Gmc Sierra **Not compatible with LT or higher trim levels that include 13.4" diagonal HD color touchscreen**	3	658.83	1,976.48
C-EB40-CCS-1P	Havis 4" FP Fits Cencom CCSRN, CCSRNTA, MPC03	3	27.30	81.90
C-EB30-KCH-1P	Havis, 3" Face Plate, Fits Kenwood KCH-20R Remote Radio	3	23.80	71.40
CUP2-1001	Havis 4" Internal Self-Adjusting Double Cup Holder	3	49.00	147.00
C-BL-4	Havis, Console Accessory Bracket Kit w/ 3 Blanks for Rectangular Accessories	3	18.90	56.70
C-USB-3	Havis, USB-C & USB Type A Dual Port Charger	3	71.40	214.20
C-ARM-103	Havis, Armrest For Top Mount, Console, Large Pad	3	142.02	426.07

Sales Quote

9240 Prototype Dr Reno, NV 89521-8987
Phone: 775-507-2460 Fax:

Quote Number: 55569
Document Date: 8/27/2025
Terms: Net 30
Payment Method:

Sell To: City of South Lake Tahoe
Scott Crivelli
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: (530) 542-6130

Ship To: South Lake Tahoe-Motor Pool
Scott Crivelli
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 62850
SalesPerson Darian Putnam

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
C-FP-5	Havis, 5" Filler Plate	6		
C-FP-3	Havis, 3" Filler Plate	3		
C-FPW-6	Havis, 6" Filler Plate for Wide VSW Consoles	3		
C-APW-1390	Havis, 13" Accessory Pocket, 9" Deep for 3.3" W Section of Wide Consoles	3	60.90	182.70
CF-334Z053AM	Panasonic, Win11 Pro, Intel Core i7-1270P vPro, AMT, 12.0in QHD Gloved Multi Touch + Digitizer	3	5,984.40	17,953.20
IK-TR-911-RED	iKey Full Travel Keyboard w/Backlit Keys	3	346.50	1,039.50
DS-PAN-1202-2	Havis, Docking Station w/Dual Pass-Through Antenna	3	1,058.04	3,174.13
C-KBM-202	Havis, Rugged Keyboard Mount and Adapter Combination	3	122.56	367.69
	PKG-MD-ARM-0306 includes the following items			
C-LDM-0012	Havis, Side Pole Mount for Swivel Arm	3	141.43	424.28
MD-ARM-0306	Havis, Swivel Arm Mount	3	109.21	327.64
	END OF ASSEMBLY			
MMSU-1	Mag Mic Magnetic Mic Kit	6	34.95	209.70
60CREGCS	Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	3	154.80	464.40
C399	Whelen Cencom Core WCX Remote Siren & Control Center	3	1,109.00	3,327.00
CCTL7	Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head	3		
C399SP	Whelen, SCANport KIT FOR C399	3		
CEM16	Whelen Core WCX 16 Output Expansion Module	3	175.20	525.60
DC-5E8Q-25BLMB	Misc, 25' Cat 5 Cable	3	21.00	63.00
SO-L2001	AFS, Lehr Auto Timed Power Harness-96" Braided, 6 Timed Circuits w/ Ground Wires	3	183.97	551.91
SO-L2003	AFS, Lehr Auto Timed and Ignition Power Harness-96" Braided, 4 Tmd Cicr w/ 2 Ign Cicr and 3 Greend W	3	146.51	439.53
SO-408-MWDC	SPECIAL ORDER, LEHR AUTO, DATA Cable Harness FOR WHELEN CORE	3	528.88	1,586.65
SO-385-FL	All Fleet Solutions, MW Series, PUSH BMPR Harness, QTY 4: DUP GRILL, QTY 2 Duo SIDE LGTS & QTY 2 Duo	3	236.82	710.45

Sales Quote

9240 Prototype Dr Reno, NV 89521-8987
Phone: 775-507-2460 Fax:

Quote Number: 55569
Document Date: 8/27/2025
Terms: Net 30
Payment Method:

Sell To: City of South Lake Tahoe
Scott Crivelli
1901 Airport Road Suite 210
So Lake Tahoe, CA 96150-6325
Phone: (530) 542-6130

Ship To: South Lake Tahoe-Motor Pool
Scott Crivelli
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 62850
SalesPerson Darian Putnam

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Quantity	Unit Price	Total Price
12-WCX-PWR36	AFS, WeCanX Expansion Module, 36" Canem16 Power, (4) 10 Amp Mini Fuse w/ 1/4" Ring At Battery	3	147.26	441.77
12-WCSP-CORE-28	AFS, 28" Whelen Cencom Core Siren Power Cable	3	85.34	256.01
00-1402-L	AFS, Battery Cable for 2021 Chevy Tahoe, 6 Ga Battery To Radio Tray w/ 150 Amp Circuit Breaker	3	236.61	709.83
CK-WCX-M7	All Fleet Solutions, Connector Kit for WCX-M7 ConnectorS AND 21 PINS	3	20.92	62.77
WCX-M7	All Fleet Solutions, DATA Cable JUNCTION BOX FOR WHELEN CORE, 7 PORTS	3	113.02	339.07
	_____ Back End Equipment			
DCG1000-6348	Decked, Cargo Glide Truck Bed Cargo Slide	3	1,399.00	4,197.00

Agency Approval

Name: _____

Auth. Signature: _____

Sub-Total	**50,159.03**
Total Tax	4388.94
Total:	**54,547.97**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Supplier Contract

County of Placer
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122

Contract Number	SCN107418
Contract Reference	97
Contract Start Date	10/01/2024
Contract End Date	09/30/2025
Buyer	Javier Terrazas
Phone Number	+1 (530) 8894252
Email	JTerrazas@placer.ca.gov

Supplier:

STOMMEL INC
dba LEHR
631 N MARKET BLVD STE N
SACRAMENTO, CA 95834

This Supplier Contract shall be governed by the attached terms and conditions.

Please reference the Supplier Contract number above on all invoices and correspondence related to this order.

Summary:

Emergency Response Vehicle Supplies/Equipment and Installation Services
Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com
County Contacts:
Probation Dept. Contact: Jeff Thompson, Ph. #530-889-7912, Email: jthompson@placer.ca.gov
Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865
Sheriff Accounting: srfpayables@placer.ca.gov
Placer County Fire: Sarah Poindexter, Ph. #530-889-4037
Placer County Fire Accounting: AccountsPayableCEO@placer.ca.gov
District Attorney's Office: Mary Green, Ph. #916-543-8079, mgreen@placer.ca.gov
Renewal of SCN1063120

Payment Terms	Total Contract Amount
	500,000.00

Service Lines

Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN106312 - see attached for pricing, terms, and conditions, and discounts. Approved by the Placer County Board of Supervisors on July 9, 2024.	10/01/2024	09/30/2025	500,000.00

Jon Manning, CPPB
Purchasing Manager

631 North Market Street Suite N, Sacramento Ca 95834

Labor Price Increase Notice

Due to wage pressure for technicians our labor rate has increased to $140 per hour Effective:

October 1, 2024

October 1, 2024

To Our Valued Customers,

Due to the State of California increasing wage pressure and industry changes our new Labor Rate will need to increase from $125.00 per hour to $140.00 per hour for work performed at a LEHR facility. Labor performed outside of a LEHR facility will be billed at $200.00 per hour. Technicians travel will be billed at $140.00 per hour.

Lehr provides specialized labor for the fabrication of first responder vehicles. Historically we have only taken four labor increases in 15 years. Wages have increased annually to allow Lehr to continue to employ certified and qualified technicians. To ensure that Lehr provides the best emergency equipment installations in the industry this increase was implemented.

If you have any questions regarding the labor increase, please reach out to:

Steve Adair

Lehr

Regional Sales Manager

631 North Market St. Suite N

Sacramento, CA 95834

Cell 916.267.5547

Fax: 916.646.6656

steve@lehrauto.com

Additional Emergency Equipment Manufatures Discounts

Manufacture	Discount of List Price
AFS	40%
Ace K-9	2%
AEDEC	2%
American Aluminum	25%
Airgain	15%
BackRack	15%
Big Sky	10%
Boss	20%
Brooking	20%
CHEETAH	13.33%
Copeland	15%
D&R	10%
ECCO	40%
GORhino	25%
Grote	20%
Hint	15%
Hybrid Power Solutions	2%
I-Key	23%
Intermotive	10%
Jotto Desk	12%
Kussmaul	5%
LEHR Vehicle Solutions	30%
Lind	2%
Lund	5%
MnStar	10%
Newmar	5%
Panorama	5%
Patrol Power	20%
Pico	35%
PMT	5%
Power Products	15%
Pro-Gard	20%
Ram Mounts	15%
Ray Allen	2%
Rockland Boxes	2%
Stico	2%
Stopstick	5%
Streamlight	30%
Secure-Idle	5%
TigerTough	5%
Tomar	23%
Trucklite	67%
Tuffy	20%
Unity	38%
Weatherguard	10%
Weldex	15%
Westin	20%
Xantrex	20%
Panasonic Toughbooks	12%
Panasonic ICV	12%
Vigilant ALPR	12%
CradlePoint	5%
Sierra Wirless	5%
Ubiquity	2%
Fixed PODS	10%
Watch Guard MSI	2%

Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficult submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. UNSIGNED OR LATE BIDS WILL BE REJECTED.

Vendors shall complete the area below for hard copy submissions:
COMPANY NAME: Stommel Inc. DBA LEHR

Mailing Address:	631 N. Market Street Suite N
City/State/Zip:	Sacramento CA 95834
Contact Person:	Steve Adair
Telephone:	916-267-5547 Cell -- 916-646-6646 Office
Email:	Steve@lehrauto.com
SIGNATURE:	_____
DATE:	8/22/2024
Title:	Regional Sales Manager

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

Company Name:	Stommel Inc
Does your company conduct business under any other name? If yes, please state:	Lehr Auto Electric
Address:	4707 Northgate Blvd Sacramento, CA 95834-1120
Contact:	Steve Adair
Email:	steve@lehrauto.com
Phone:	916-267-5547
Fax:	916-646-6656
HST#:	61-1499917

Submission Details

Created On:	Thursday August 08, 2019 16:23:20
Submitted On:	Tuesday August 13, 2019 11:55:35
Submitted By:	Steve Adair
Email:	steve@lehrauto.com
Transaction #:	bf9e4edd-1317-482f-9d85-05e42711727e
Submitter's IP Address:	207.242.136.194

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS	
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB 40% off	$1,750.0000	$ 26,250.00	60 10 year warranty	Whelen Master Distributor	*
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71 40% OFF	$57.0000	$ 855.00	60	Whelen Master Distributor	*
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	$749.00 Change 40% OFF	$	60	Whelen Master Distributor	*
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH15	$319.2000 CHANGE 25% OFF	$ 4,788.00	60	Setina Master Distributor	*
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502 11%	$1,084.0000	$ 16,260.00	60	Laguna distributor	*
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA 25%	$599.2500	$ 8,988.75	60	correct Part Number PK0369TAH15SCA	*
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H 30% OFF	$77.0400	$ 1,155.60	12	#2 Key	*
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H 30% OFF	$131.64		12	#2 Key	*
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P 30% OFF	$69.9900	$ 2,099.70	12	Authorized Distributor	*
1.10	Siren Speaker	EA	15	Whelen	SA315P	$199.99		24	Authorized Distributor	*
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1 40% OFF	$29.40	$	60	Authorized Distributor	*
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07 40%	$65.7200	$ 985.80	60	Authorized Distributor	*
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	$84.99	$	60	Authorized Distributor	*
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	$84.99	$	60	Authorized Distributor	*
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	$$84.99	$	60	Authorized Distributor	*
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR 40% OFF	$$66.60	$	60	Authorized Distributor	*
1.17	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR 40% OFF	$66.60	$	60	Authorized Distributor	*
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1 40% OFF	$10.80	$	60	Authorized Distributor	*

1.19	PAR46 LED Flood - Spotlight	EA	25	Whelen Engineering	P46FLC 40% OFF	$154.99	$	60	Authorized Distributor
1.20	PAR46 LED Spot - Spotlight	EA	25	Whelen Engineering	P46SLC 40% OFF	$154.99	$	60	Authorized Distributor
1.21	Magnetic Mic Kit	EA	25	Whelen Engineering	MMSU-1	$34.9500	$ 873.75	12	Authorized Distributor
1.22	Blac-Rac Weapon Mount	EA	20	Blac-Rac	1082E 25% OFF	$861.75	$	12	Authorized Distributor
1.23	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X 30% OFF	$71.3800	$ 1,070.70	36	Authorized Distributor
1.24	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB 35% OFF	$57.7500	$ 866.25	60	Authorized Distributor
1.25	Patrol Vehicle "Placer" Console, consisting of the following components:Arm Rest w/2" Extension - Lehr Auto Electric Model# PARM002Tall, Arm Rest Pad - Lehr Auto Electric Model# PARP, XTL2500 3" Faceplate - Troy Products Model#FP-MXTL5000, Cencom 4" Faceplate - Troy Products Model#FP-WC10285909, 1" Blank - Troy Products Model# FP-BLNK1, 2" Blank - Troy Products Model# FP-BLNK2, 4" Beverage Holder - Troy Products Model#	EA	12	Lehr Auto Electric	PCC001	$1,142.0000	$ 13,704.00	60	Authorized Distributor
1.26	Mount Kit	EA	1	Troy Products	AC-EXP03 28%	$117.1800	$ 117.18	60	limited Lifetime
1.27	Speaker	EA	1	Code 3	C3100ENO7	$178.3800	$ 178.38	24	Authorized Distributor
1.28	12" Litlite Console Light	EA	1	Feederal Signal	LF12TRB 35%	$66.95		60	Authorized Distributor
1.29	3 Accessory Outlet	EA	2	Able2 Shoe-Me	14.0553	$21.9500	$ 43.90	24	Authorized Distributor
1.30	Dual Stacked LED X Light	EA	2	Code 3	LXEX2F-RR EOL	$411.10	$	60	Authorized Distributor
1.31	Wig-Wag	EA	1	Sound Off	LAROOBK 40%	$42.6000	$ 42.60	60	Authorized Distributor
1.32	Double Beam Halogen Work Lamp 12V	EA	2	Hella	006991663 AS 115	$41.8200	$ 83.64	12	Authorized Distributor
1.33	LED Strip Light	EA	1	Whelen	PSC0CDCR 40%	$ 112.20	$	60	Authorized Distributor
1.34	2007-2010 Ford Expedition Base	EA	1	Gamber Johnson	7160-446- 30%	$113.4000	$ 113.40	60	Part Number 7160-0046
1.35	Mongoose 9" Locking Slide Arm w/o Standard Attachment	EA	1	Gamber Johnson	7160-0219 30%	$247.8000	$ 247.80	60	Part has been discontinued replacement quoted 7160-0220
1.36	Tlt Swivel Attachment	EA	1	Gamber Johnson	DS-CLEVIS 30%	$56.0000	$ 56.00	60	Discontinued part - replacement quoted 7110-1008
1.37	Radio Ray Wireless Spot Light	EA	1	GoLight	7900 20%	$244.1100	$ 244.11	36	Limited 3yr warranty
1.38	18" Console	EA	1	Troy Products	CC-MC18 28%	384.48	$	60	Authorized Distributor
								Subtotal:	$ 124,020.15

DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *:	County's Estimated Annual Expenditures	COMMENTS	
2.1	Discount off list price for Havis Inc. products not specified above.	30	$100.0000	K-9 Electronis, camera systems, touch screens and keyboards %5	*
2.2	Discount off list price for other Troy Products not specified above.	28	$100.0000	Command boxes 20% off MSRP	*
2.3	Discount off list price for other SoundOff products not specified above.	40	$100.0000	Authorized Distributor	*
2.4	Discount off list price for other Federal Signal products not specified above.	35	$100.0000	Authorized Distributor	*
2.5	Discount off list price for other Setina products not specified above.	25	$100.0000	Lighted Push bumpers,K-9 Electronic and Blac-rac weapons 5% discount	*
2.6	Discount off list price for other Cole Hersee products not specified above.	52	$100.0000	Authorized Distributor	*
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	$100.0000	Whelen Parts (longnumbers) 30% off	*
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	$100.0000	Authorized Distributor	*
2.9	Discount off list price for other Laguna 3P Manufacturing products not specified above.	11	$100.0000	Authorized Distributor	*
2.10	Discount off list price for other Able 2 products not specified above.	35	$100.0000	Authorized Distributor	*
2.11	Discount off list price for other Hella products not specified above.	15	$100.0000	Authorized Distributor	*
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	$100.0000	Authorized Distributor	*
2.13	Discount off list price for other Code 3 products not specified above.	38	$100.0000	Authorized Distributor	*
2.14	Discount off list price for other Truck Vault products not specified above.	8	$100.0000	Authorized Distributor	*
2.15	Discount off list price for other Go Light products not specified above.	21	$100.0000	Authorized Distributor	*

LABOR RATE - Category 3

ITEM NO.	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS	
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	18	$105.0000	$ 1,890.00	All Labor billed at $105 per hour	*
					Subtotal:	$ 3,780.00	

$140

$140

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Prompt Pay Discount - %	for Invoices paid within: (insert # of days)	or Net payment within (insert # of days)	Comments	
n/a	n/a	30	NET 30	*

Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days	Delivery time 2-21 days. (In stock items 1-2 days, Items needed to be ordered up to 3 weeks however we stock many of your every day items.)
Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days	3-5 business days
Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only.	Travel $140.00 per hour Onsite work $200.00 Per hour $65 per hour based on Map Quest travel time 35 minutes travel time
Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate	$65 per hour based on Map Quest travel time 35 minutes travel time
Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time	$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

Upload additional information here - optional, unless otherwise denoted as mandatory (with asterisk):

- Additional Document - Additional Discounts.xlsx - Tuesday August 13, 2019 11:36:56

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

Attachment A – Supplemental Terms and Conditions
Attachment B – Scope of Work
Attachment C – Insurance Requirements
Attachment D – Lightbar Configuration (Patrol Vehicle)

2. OVERVIEW

Placer County is soliciting bids for the purchase and installation of emergency response vehicle equipment & related supplies for the Placer County sheriff's Office and Placer County Fire Department. Placer County intends to award a supplier contract for the purchase emergency response vehicle equipment and installation services on an as-needed basis. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

3. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the emergency response vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in this solicitation shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

4. AWARD

4.1. This bid shall be evaluated and awarded by an all-or-none basis. The bid evaluation will consider the total cost to install the Sheriff's Office patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 for items 1.1 through 1.25 and a Ford Expedition for the Placer County Fire Department for items 1.26 through 1.38 for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

4.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

4.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

5. DELIVERY REQUIREMENTS

5.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

5.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.

5.3. If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

6. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacturer's published catalog/list prices that occur during the contract period.

7. INSURANCE REQUIREMENTS

The successful bidder shall be required to furnish a certificate of insurance within ten (10) calendar days following receipt of a Notice of Award demonstrating proof of coverage in the amounts specified in Attachment C, Insurance Requirements.

8. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

9. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's emergency response vehicle equipment including the County's inventory of repair/replacement parts as well as staff training issues, bids will only be accepted for the brand and model emergency response vehicle equipment and supplies specified in the Bid Worksheet.

10. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for emergency response vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

11. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES

SCOPE OF WORK

1.0 The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles, light trucks, and fire trucks. Responding firms shall have staff experienced in the installation of law enforcement and fire department radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.

2.0 The successful bidder shall be qualified and capable of performing equipment installation services on various types of emergency response vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats, including Type I and Type II engines.

3.0 Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.

4.0 In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.

5.0 The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.

6.0 The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.

7.0 The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. The successful bidder shall include County staff on a walk-through of the vehicle to confirm that all equipment is installed and functioning correctly and testing the equipment prior to the County's acceptance of the work as being completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of

work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

8.0 The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

9.0 The successful bidder, at the County's request, shall provide a field representative to meet with County personnel at least once a month to review the department's inventory levels, discuss the department's emergency lighting and equipment requirements and introduce additional products to address any County needs. The successful bidder shall also have technical staff available to conduct scheduled on-site meetings at the County's request. The successful bidder shall provide inside sales support capable of providing product specification sheets, quotations, order placement and expediting, via fax and telephone at the County's request.

PLACER COUNTY INSURANCE REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Products and completed operations;
(2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
(3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

(1) Comprehensive General Liability;
(2) Commercial General Liability (Occurrence); or
(3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars ($1,000,000) each occurrence

→Two million dollars ($2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
→One million dollars ($1,000,000) aggregate for Products Completed Operations
→Two million dollars ($2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

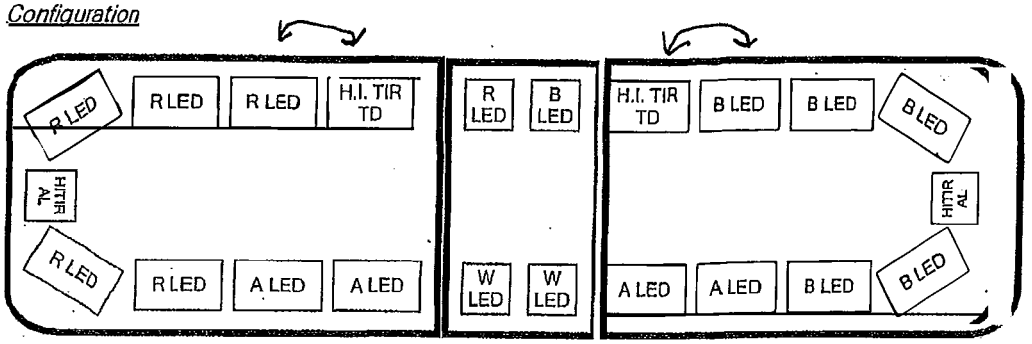
CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

CONTRACTOR agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

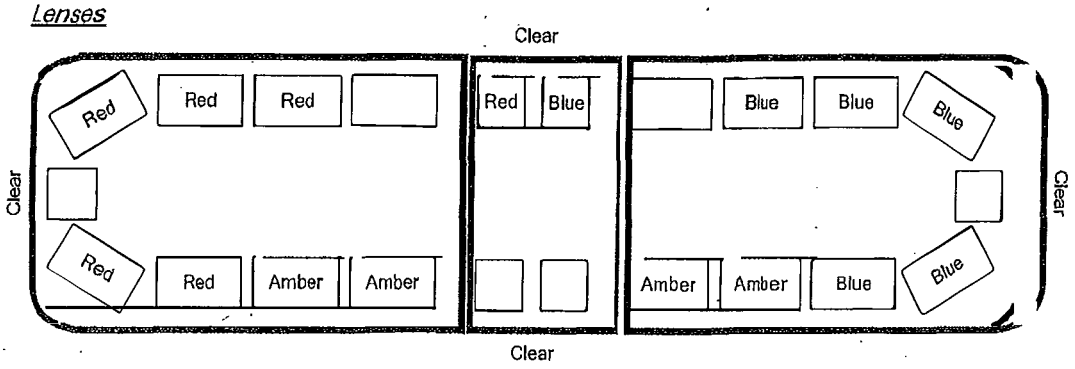
Front lightbar only:
Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/Worksheet

Configuration



Lenses



Line Items

QTY	Model #	Description
1	IW2BRBR	54" Liberty™ II WC Series
3	IWDLB	Add Solo Series Linear-LED® Flasher, 1 Long Blue
1	ITL12	Add Two Long Super-LED® Takedown Lights
1	IWDSB	Add Solo Series Linear-LED® Flasher, 1 Short Blue
1	IWDSR	Add Solo Series Linear-LED® Flasher, 1 Short Red
3	IWDLR	Add Solo Series Linear-LED® Flasher, 1 Long Red
1	IA3	Add Two Super-LED® Alley Lights
4	IWDLA	Add Solo Series Linear-LED® Flasher, 1 Long Yellow
2	ICFB	Add Color Filter ICFColor [Blue]
3	ILFB	Add Color Filter ILFColor [Blue]
1	ISFB	Add Color Filter ISFColor [Blue]
1	ISFR	Add Color Filter ISFColor [Red]
3	ILFR	Add Color Filter ILFColor [Red]
2	ICFR	Add Color Filter ICFColor [Red]
4	ILFA	Add Color Filter ILFColor [Yellow]
2	IWDSC	Add Solo Series Linear-LED® Flasher, 1 Short White

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation for Bids ("bid") by reference and attachment to the Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions**. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: https://placer.bidsandtenders.net. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**

2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County EBid System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County EBid System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the EBid System or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder. Questions should be submitted using the Question tool on the Bids&Tenders site. Questions submitted within four (4) County working days of the bid opening date may not be answered.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. INSURANCE AND INDEMNIFICATION. The awarded bidder may be required to provide proof of liability, automobile, and/or workers compensation insurance. If required, the minimum coverage requirements will be identified in the bidding documents. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the bid response and/or cancellation of the resulting contract or purchase order.

Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The awarded bidder ("Contractor") hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for

damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. TAXES. Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. OPEN-END CONTRACT. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a contract for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. TERMINATION OF CONTRACT. In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

17. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

18. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT. If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

19. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file with Placer County Procurement. Preference criteria and affidavit forms are available on our website at: https://www.placer.ca.gov/1408/Local-Vendor-Preference

20. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order or contract. All invoices must include the purchase order or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more. **LATE FEES**: In accordance with Section 926.10 of the California Government Code, Placer County may pay interest at not more than the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" or "day zero" as defined above. In cases where this policy may conflict with other terms provided by the supplier, this provision shall prevail.

21. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

22. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. OTHER AGENCIES. The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

24. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

25. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154. In order to be granted this preference bidder shall provide statements and/or documentation as supporting evidence that the product(s) meets the definition.

26. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -

07/25/2019

☑ I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Steve Adair, Regional Sales Manager

The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid. ○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:6

Agenda Item: Acceptance of Grant from California State Parks for Police Boat Safety and Enforcement Equipment

Executive Summary: The City of South Lake Tahoe Police Department applied for the Boating Safety and Enforcement Equipment (BSEE) grant from the Division of Boating and Waterways (DBW), after authorization from Council on March 25, 2025, for the replacement of the Police Patrol Boat outboard motors. The City of South Lake Tahoe has been awarded the BSEE grant in the amount up to $104,838.86, which will be fully allocated toward the replacement cost and installation of the Police Patrol Boat outboard motors (two Mercury Verado 350 HP).

Requested Action / Suggested Motions: Pass a Resolution accepting the Boating Safety and Enforcement Equipment (BSEE) grant from the California State Parks, Division of Boating and Waterways; authorizing the Mayor, or the Police Chief, to sign the grant agreement and each reimbursement claim; authorizing acceptance of grant funds awarded from the BSEE Grant in the amount up to $104,838.86 for the purchase and installation of two Mercury Verado 350 HP outboard motors to be outfitted on the Police Patrol Boat; and authorizing the budget of that amount into the current City's budget in account #237 02110 effective October 21, 2025.

Responsible Staff Member: Lt. Russell Liles

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report-Police Boat Grant Acceptance.docx
02-Resolution-Police_Boat_Grant_Acceptance10.15.25.docx
03-South Lake Award Letter.pdf
04-Police Boat Grant Agreement.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: Police Boat Safety and Enforcement Equipment Grant Funding

Location: Citywide

Responsible Staff Member: Lt Russell Liles

Background: The City provides a Police Boating Safety and Enforcement Program each year for residents and visitors of our community. The California Division of Boating and Waterways (DBW) offers grant funding to local government agencies to purchase boating safety and equipment through the Boating Safety and Enforcement Equipment Grant Program. The police boat is powered by two 2016 Mercury Verado 300 outboard motors. The outboard motors have reached a point in their operational lives where repairs are frequent and expensive. The marine mechanics at North Tahoe Marina, where the police boat is repaired and serviced, recommend motor replacements, otherwise failures with expensive repairs will continue to occur. Staff applied for the Equipment Grant funding to replace SLTPD's police patrol boat's outboard motors.

Issue and Discussion: On March 25, 2025, Council granted authorization for staff to apply for the Boating Safety and Enforcement Equipment (BSEE) grant through the California Division of Boating and Waterways (DBW) to replace the current Police Patrol Boat outboard motors.

On September 23, 2025, the South Lake Tahoe Police Department was notified that we were selected to receive the grant in the amount of $ 104,838.86 for the following equipment – 2 qty. Mercury Verado 350 HP Outboards and installation.

Staff is now requesting Council to accept and authorize the receipt of the grant funds. The grant performance period is from October 1, 2025 through September 30, 2026 and the grant agreement term is from October 1, 2025 through September 30, 2033. If Council authorizes the approval to accept this grant, Staff will award the contract in accordance with procurement procedures.

To receive this funding, California State Parks requires the City Council to authorize the Mayor, or the Police Chief, to sign the grant agreement. They also require authorization for the Mayor, or the Police Chief, to sign each reimbursement claim on behalf of the city per the agreement.

Financial Implications: There will be no additional impact on the general fund. Upon Council approval funding will be requested to be appropriated into the Police Boat Account 237 02110 33211.

Environmental Considerations: The proposed action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (creation of government funding mechanisms or government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications: The police boating safety program supports the City of South Lake Tahoe's Strategic Plan "3 – Public Safety".

Resolution 2025- XXX

Adopted by the City of South Lake Tahoe
City Council

October 21, 2025

Accepting the Boating Safety and Enforcement Equipment (BSEE) Grant from the California State Parks, Division of Boating and Waterways

BACKGROUND

A. The City of South Lake Tahoe Police Department operates a Police Boating Safety and Enforcement Program.

B. The City of South Lake Tahoe Police Department applied for the Boating Safety and Enforcement Equipment (BSEE) grant from the Division of Boating and Waterways (DBW), after authorization from Council on March 25, 2025, for the replacement of the Police Patrol Boat outboard motors.

C. The City of South Lake Tahoe has been awarded the BSEE grant in the amount up to $104,838.86, which will be fully allocated toward the replacement cost and installation of the Police Patrol Boat outboard motors (two Mercury Verado 350 HP).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes the acceptance of the Boating Safety and Enforcement Equipment (BSEE) from the California Department of Parks and Recreation for an amount up to $104,838.86.
2. Authorizes the Mayor, or the Chief of Police, to sign the Grant Agreement, and each reimbursement claim filed pursuant to the grant agreement.
3. Authorizes up to the total program budget be added to the 2025/2026 budget and allocated into account #237 02110 effective October 21, 2025 as follows:

Revenue:	#33211	$104,838.86
Expenditures:	#46120 (Tools/Parts)	$104,838.86

Adopted by the City of South Lake Tahoe City Council on October 21, 2025 by the following vote: Yes:
No:
Absent:

Abstain:

Date: _____

_____

Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

From : dbw.grants@parks.ca.gov **Sent :** 9/23/2025 12:57:20 PM
To : slaney@cityofslt.us
Subject : Notification of Award Instruction Letter for Boating Safety and Enforcement Equipment Grant - FY 2025 / 26
Message
:

State of California • Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Division of Boating and Waterways
PO Box 942896, Sacramento, California 94296

Gavin Newsom, Governor
Armando Quintero, Director

Boating Safety Miscellaneous Equipment Grant Instruction Letter

Date: 09/23/2025
Shannon Laney
South Lake Tahoe Police Department
1352 Johnson Boulevard
South Lake Tahoe, CA 96150

Grant #: C25L0617
Fiscal Year: 2025/26
Amount: $104,838.86
Item: Miscellaneous Equipment

Dear Shannon Laney,

Division of Boating and Waterways (DBW) is pleased to inform you that your agency has been selected to receive a Boating Safety and Enforcement Equipment (BSEE) grant in the amount of $ 104,838.86 to the following Miscellaneous Equipment:
(2 Mercury Verado 350 HP Outboards and install ($104,838.86))

Follow the instructions below for downloading the grant agreement and properly submitting back to DBW. Please ensure the grant agreement is signed by your authorized representatives and returned to DBW for final signature. The agreement will be fully executed when signed by DBW. Do not proceed with making any purchases until you receive the fully executed agreement.

DBW must receive one (1) certified copy of the minute order or resolution from your Board of Supervisors or City Council authorizing the execution of this grant agreement. The minute order or resolution must authorize by name and title the signatory of the grant agreement and be stamped with a certified county or city seal.

Purchases made prior to the agreement fully executed date are NOT ELIGIBLE FOR REIMBURSEMENT.

Important: The signed grant agreement and minute order or resolution must be received by DBW within 90 days of this notice.

To download the BSEE grant agreement:

1. Log in to OLGA using your user name and password
2. From the Welcome screen, click on the OLGA Menu link at the bottom of the page
3. Click on 'Application Status' link
4. Select Grant Program 'BSE-25' from lookup
5. Click on 'Find'
6. System displays application status information
7. Click on 'View Contract' icon to open the PDF of the contract
8. From your browser tool bar, select 'File -> Save As' to save the grant agreement to your computer; select 'File -> Print' to print to your local printer
9. Sign (in blue ink or e-sign), date and return one original in hard copy and one electronically of the following documents:
   - Grant Agreement Packet - 1 copy (with original signatures)
   - Recycling Certification
   - Contractor Certification Clauses

If you have any questions, please call me directly at (916) 902-8795, or by email at Johanna.Naughton@parks.ca.gov.

Sincerely,

Johanna Naughton
Program Administrator

State of California – Natural Resources Agency

DEPARTMENT OF PARKS AND RECREATION

DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: South Lake Tahoe Police Department

GRANT TITLE: Boating Safety and Enforcement Equipment Grant - FY 2025 / 26

GRANT NUMBER: C25L0617

GRANT AMOUNT: $104,838.86

GRANT AGREEMENT TERM: October 1, 2025 (or the date signed by the Department whichever comes later) through September 30, 2033

GRANT PERFORMANCE PERIOD: October 1, 2025 (or the date signed by the Department whichever comes later) through September 30, 2026.

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total state grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

The following are attached and made a part of and incorporated into this grant agreement: Exhibit A Grant Terms and Conditions, Exhibit B General Terms and Conditions, Exhibit C Contractor Certification Clauses, Exhibit D Doing Business with California, Exhibit E Darfur Contracting Act, Exhibit F Recycled Content Certification, and Exhibit G Scope of Work/Budget (Application).

This grant award is funded by the U.S. Coast Guard from the Sport Fish Restoration and Boating Trust Fund CFDA 97.012, administered by California Department of Parks and Recreation, Division of Boating and Waterways. The Federal FY 25 award, 70Z02325MO0001818 to California; $5,443,096. This is not a research and development grant.

Grantee: South Lake Tahoe Police Department Address: 1352 Johnson Boulevard, South Lake Tahoe, CA 96150 Name of Authorized Representative: Title of Authorized Representative: Authorized Signature: Date:	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Johanna Naughton Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652 Authorized Signature: Printed Name: Keren Dill Title: Staff Services Manager II Date:

CERTIFICATE OF FUNDING

(FOR STATE USE ONLY)

GRANTEE: South Lake Tahoe Police Department

GRANT TERM END DATE: September 30, 2033

GRANT TITLE: BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANT PROGRAM

GRANT NUMBER: C25L0617

PURCHASE ORDER NUMBER:

NO C25L0617	AMENDMENT NO	SUPPLIER ID 0000007137		PROJECT NO 379065600200
AMOUNT ENCUMBERED BY THIS DOCUMENT $104,838.86	FUND DESCRIPTION Federal Trust Fund #0890		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 04	STATUTE 25	FISCAL YEAR 2025/26
BUSINESS UNIT 3790	ACCOUNT 5432000	ALT ACCOUNT	ACTIVITY CODE 68931	

Name of Project Representative:

Phone:

Email:

STATE OF CALIFORNIA

Department of Parks and Recreation, Division of Boating and Waterways
PO Box 942896 Floor 12
Sacramento, CA 94296

BOATING SAFETY AND ENFORCEMENT EQUIPMENT (BSEE)

FISCAL YEAR 2025/26

PROJECT REPRESENTATIVES

State Agency: Division of Boating and Waterways	Grantee (Agency Name): South Lake Tahoe Police Department
Name: Johanna Naughton	Grantee Representative*: Shannon Laney
Title: Program Administrator	Title: City Officer
Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652	Mailing Address: 1352 Johnson Boulevard, South Lake Tahoe, CA 96150
	Remit to Address:
Phone: (916) 902-8795	Phone: (530) 314-9288
Fax:	Fax:
Email: Johanna.Naughton@parks.ca.gov	Email: slaney@cityofslt.us

* Grantee representative information may only be changed by giving 30 days written notice to DBW.

EXHIBIT A
BOATING SAFETY
AND
ENFORCEMENT EQUIPMENT
GRANT AGREEMENT

South Lake Tahoe Police Department
C25L0617

State of California
Department of Parks and Recreation
Division of Boating and Waterways

INDEX

DESCRIPTION		PAGE
EXHIBIT A	**GRANT TERMS AND CONDITIONS**	
1. DEFINITIONS	.....	6
2. GENERAL	.....	6
3. PAYMENT PROVISIONS AND DISBURSEMENT OF GRANT	.....	8
4.EQUIPMENT/PATROL BOAT OWNERSHIP	.....	9
5. OPERATION AND MAINTENANCE OF EQUIPMENT/PATROL BOAT	.....	9
6. TERMINATION OF GRANT AGREEMENT	.....	9
7. REVERSION OF EQUIPMENT/PATROL BOAT TO DEPARTMENT	.....	10
8. LIABILITY	.....;.....	10
9. WAIVER OF RIGHTS	.....	11
10. REMEDIES NOT EXCLUSIVE	.....	11
11. OPINIONS AND DETERMINATIONS	.....	11
12. PROCUREMENT PROCEDURES	.....	11
13. DISPOSITION OF EQUIPMENT/PATROL BOAT	.....	12
14. DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT INSTALLED AND PARTIALLY FUNDED EQUIPMENT	.....	12
15. FEDERAL TERMS, CONDITIONS AND REGULATIONS	.....	12
16. COMPLIANCE WITH LAW, REGULATION AND POLICY	.....	12
EXHIBIT B	GENERAL TERMS AND CONDITIONS	16
EXHIBIT C	CONTRACTOR CERTIFICATION CLAUSES	20
EXHIBIT D	DOING BUSINESS WITH THE STATE OF CALIFORNIA	22
EXHIBIT E	DARFUR CONTRACTING ACT	24
EXHIBIT F	RECYCLED CONTENT CERTIFICATION	26
EXHIBIT G	SCOPE OF WORK/BUDGET (APPLICATION)	27

EXHIBIT A

GRANT TERMS AND CONDITIONS

1. DEFINITIONS

A. **"DEPARTMENT":** The Department of Parks and Recreation, Division of Boating and Waterways (DBW).

B. **"EFFECTIVE DATE":** The date the GRANT AGREEMENT face page is signed by the DEPARTMENT'.

C. **"EQUIPMENT":** Boating–specific equipment or other equipment used to implement or conduct boating safety and boating law enforcement activities.

D. **"GRANT":** Funds provided by the DEPARTMENT, from the federal Recreational Boating Safety (RBS) Grant, to the GRANTEE to finance all or part of the PURCHASE COSTS for items that assist in meeting the purposes of the Boating Safety Equipment and Enforcement (BSEE) and RBS programs.

E. **"GRANT AGREEMENT":** The contract to which these grant terms and conditions are attached.

F. **"GRANT AGREEMENT TERM":** The timeframe for which the GRANTEE must comply with the obligations and responsibilities identified in this GRANT AGREEMENT.

G. **"GRANT PERFORMANCE PERIOD":** The timeframe specified on the grant agreement face page which includes the agreement start date (effective date) and final date for purchasing and receiving equipment. .

H. **"GRANTEE":** The person or entity identified as the Grantee on the face page of the Agreement.

I. **"GRANTEE FUNDS":** Any funds provided by the GRANTEE for the purchase or operation and maintenance of the EQUIPMENT/PATROL BOAT.

J. **"PATROL BOAT":** A DEPARTMENT approved, registered vessel purchased for use in boating safety and law enforcement activities.

K. **"PURCHASE COSTS":** Those costs incurred by the GRANTEE in purchasing the EQUIPMENT/PATROL BOAT; such PURCHASE COSTS shall not include any operation or maintenance costs, nor any costs incurred prior to the EFFECTIVE DATE of this GRANT AGREEMENT, nor any indirect or overhead costs claimed by the GRANTEE.

2. GENERAL

A. The funding available in this GRANT shall not exceed the amount specified in this GRANT AGREEMENT and shall be used for the purchase of EQUIPMENT and/or PATROL BOAT for Boating Safety and Enforcement activities in accordance with all Exhibits incorporated and referenced herein.

B. GRANT AGREEMENT TERM shall begin on the GRANT PERFORMANCE PERIOD start date and shall continue for the following lengths of time after granted items are received by the GRANTEE unless terminated in accordance with the terms and conditions of this GRANT AGREEMENT: fifteen [15] years for PATROL BOATS and all registered vessels and seven (7) years for EQUIPMENT.

C. No amendment of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative or designee of the DEPARTMENT and the GRANTEE.

D. No variation of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative or designee of the DEPARTMENT.

E. Oral understandings are not binding on any of the parties.

F. EQUIPMENT/PATROL BOAT purchase shall be completed prior to the end of the PERFORMANCE PERIOD.

G. GRANTEE hereby certifies that the obligations created by this GRANT AGREEMENT do not violate the provisions of Sections 1090 to 1096 of the Government Code.

H. This GRANT AGREEMENT is not fully executed until signed by the DEPARTMENT. Grantee may not make any purchases until GRANT AGREEMENT is fully executed and equipment specifications and cost estimates have been approved in writing by the DEPARTMENT.

I. GRANTEE hereby certifies that during the performance of this GRANT AGREEMENT, GRANTEE and any sub-grantees shall fully comply with State regulations regarding the implementation of **Disabled Veteran business participation goals as set forth in Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification and Contractor Certification Clauses.**

J. GRANTEE shall continue with the responsibilities of this GRANT AGREEMENT during any dispute.

K. Failure by the GRANTEE to comply with the terms of any Department of Parks and Recreation grant agreement may jeopardize the grantee's ability to be awarded funding in future grant opportunities offered by the Department of Parks and Recreation.

L. **Subvention agencies:** GRANTEES participating in the DEPARTMENT'S Subvention Financial Aid Program acknowledge and certify that failure to fully spend subvention funding in the prior fiscal year will negatively impact the DEPARTMENT'S consideration of future grant applications from your agency for up to three (3) years.

M. **Annual Reports:** Grantee shall submit an Annual Report beginning August 31st, 2026 and each and every year by August 31 for the term of this agreement (15 years for registered vessels or 7 years for all other equipment). Reports shall include maintenance records, number of hours BSEE equipment is used, additional equipment or modifications of any equipment or patrol boats, any loss or damage to equipment or patrol boat and a summary of boating accident reports submitted during the reporting year. Failure to submit annual reports by the deadline may jeopardize future funding.

N. GRANTEE is required to participate in at least one (1) outreach event per year, such as Operation Dry Water, to conduct boating under the influence (BUI) checkpoints and educate boaters on the importance of boating sober. Grantee must identify what event it has participated in in its annual report.

O. GRANTEE shall submit accident reports to DBW within 30 days of responding to a boating accident in waterbodies within GRANTEE'S area of responsibility. Failure to do so may jeopardize future DBW and Department funding for up to five (5) years in accordance with HNC 656(d)(2).

P. GRANTEE, representatives, agents or employees shall not act or represent themselves as officers, employees or agents of the DEPARTMENT in the performance of this GRANT AGREEMENT.

3. PAYMENT PROVISIONS AND DISBURSEMENT OF GRANT

A. Reimbursements must be requested on GRANTEE'S official agency letterhead and include:

- Amount requested for reimbursement
- GRANT AGREEMENT number
- Statement of acceptance of the vessel or equipment and certification of meeting DBW's approved specifications
- Certification that you complied with all procurement procedures outlined this agreement;
- Name of payee and address where payment is to be sent
- Location of performance (where the equipment will be used)
- Signature of the person authorized in the resolution or minute order to execute the agreement
- Copies of brand name, description, make, model and serial number
- Proof of payment for purchase including invoices showing cost and sales tax
- For all motorized vessels: Department of Motor Vehicle (DMV) proof showing the DEPARTMENT as the legal owner and GRANTEE as the registered owner
- Certificate of Origin for all PATROL BOATS and trailers.

B. GRANTEE shall request grant reimbursements no later than 60 days from GRANT PERFORMANCE PERIOD end date by mailing one (1) complete reimbursement request package to:

For FedEX, UPS and other overnight mail:

Division of Boating and Waterways
Attn: BSEE Grant Manager
4940 Lang Avenue Dock H
McClellan, CA 95652

For United States Post Office (USPS) mail:

Division of Boating and Waterways
Attn: BSEE Grant Manager
P.O. Box 942896, Administration, Floor 12
Sacramento, CA 94296

Or by emailing to the DBW assigned grant manager.

C. No funds shall be reimbursed for purchases made prior to the EFFECTIVE DATE of this agreement.

D. The DEPARTMENT shall have no obligation to disburse the GRANT unless and until the GRANTEE obtains the prior written approval by the DEPARTMENT of the type and cost of the EQUIPMENT/PATROL BOAT.

E. The DEPARTMENT will disperse the grant to the GRANTEE in arrears for the approved PURCHASE COST of the EQUIPMENT/PATROL BOAT

F. The DEPARTMENT may withhold any grant disbursement if the GRANTEE fails to comply with any of the provisions of this GRANT AGREEMENT.

4. EQUIPMENT/PATROL BOAT OWNERSHIP

The DEPARTMENT shall be the legal owner of the EQUIPMENT/PATROL BOAT. The GRANTEE shall be the registered owner of PATROL BOAT or any other registered vessels purchased with GRANT FUNDS. The GRANTEE shall not assign, mortgage, hypothecate or transfer its interest in the EQUIPMENT/PATROL BOAT without the prior written approval of the DEPARTMENT.

5. OPERATION AND MAINTENANCE OF EQUIPMENT/PATROL BOAT

A. The GRANTEE shall use the EQUIPMENT/PATROL BOAT for the purpose of promoting recreational boating safety and boating law enforcement and shall keep the EQUIPMENT/PATROL BOAT available for search and rescue operations and other projects or programs supported by the federal government provided that such use will not interfere with the program for which it was acquired (CFR 200.313.c.2)

B. The GRANTEE shall be responsible for the costs of operating and maintaining the PATROL BOAT/EQUIPMENT for the GRANT AGREEMENT TERM; the DEPARTMENT shall not be liable for such costs.

C. The GRANTEE shall maintain the EQUIPMENT/PATROL BOAT in good repair according to all manufacturer recommendations and shall make all repairs necessary to keep EQUIPMENT/PATROL BOAT functioning through the term of the GRANT AGREEMENT.

D. The GRANTEE, at its own expense, shall repair or replace the EQUIPMENT/PATROL BOAT if it is damaged, destroyed or rendered useless prior to the end of the GRANT AGREEMENT TERM.

E. GRANTEE shall submit maintenance records to the DEPARTMENT with each annual report.

F. The GRANTEE shall seek DEPARTMENT approval for the purchase and installation of additional equipment or modifications to any registered vessel purchased with grant funds. Complete and accurate records of all such modifications shall be reported to the DEPARTMENT in the GRANTEE'S annual report and made available to the DEPARTMENT or authorized representative for inspection upon request.

G. Each GRANTEE shall report to the DEPARTMENT loss or damage to any equipment purchased with grant funds within 30 days of occurrence.

H. Each GRANTEE shall ensure that any PATROL BOAT/EQUIPMENT purchased with grant funds is operated solely by qualified Boating Safety and Boating Law Enforcement Officers. Operators must fully comply with GRANTEE'S documented training and certification requirements to be deemed qualified, which shall include, at a minimum, receipt of a California Boater Card.

I. GRANTEE shall obtain prior DBW approval before submitting requests for modification or survey of a grant-funded PATROL BOAT/EQUIPMENT to California Department of General Services (DGS).

6. TERMINATION OF GRANT AGREEMENT

A. Either DEPARTMENT or GRANTEE may unilaterally terminate this GRANT AGREEMENT if a material breach of the GRANT AGREEMENT is made by the other; such termination shall become effective NINETY [90] DAYS following the date of receipt by either the DEPARTMENT or the GRANTEE of a written notice of termination from the party initiating the termination.

B. The GRANTEE may terminate this GRANT AGREEMENT if the GRANTEE becomes financially or legally unable to comply with the terms and conditions of this GRANT

AGREEMENT; such termination shall become effective NINETY [90] DAYS following receipt by the DEPARTMENT of a written notice of termination from the GRANTEE.

C. The DEPARTMENT may terminate this GRANT AGREEMENT immediately and be relieved of any payments should the legislative body of the GRANTEE fail to appropriate GRANTEE FUNDS for purchase costs, if required, or if the GRANTEE fails to perform the requirements of this Agreement at the time and in the manner herein provided; such termination to become effective upon receipt by the GRANTEE of a written termination notice from the DEPARTMENT.

D. The DEPARTMENT has the option to void the GRANT AGREEMENT with 30 days' notice in the event grant funds are not appropriated or amend the GRANT AGREEMENT to reflect any unexpected reduction of grant funds.

7. REVERSION OF EQUIPMENT/PATROL BOAT TO DEPARTMENT

If EQUIPMENT/PATROL BOAT is no longer needed or this GRANT AGREEMENT is terminated prior to the expiration of the term of the GRANT AGREEMENT:

A. The GRANTEE shall deliver, at no cost to the State, the fully functioning EQUIPMENT/PATROL BOAT to the DEPARTMENT for reassignment and shall execute any document(s) necessary to effect appropriate changes in pertinent public records; the reversion of registered title is hereby declared to be in addition to, and not in lieu of, any other remedies for breach of this GRANT AGREEMENT which may be available to the DEPARTMENT.

B. The GRANTEE shall be prohibited from receiving DEPARTMENT BSEE Grants for a period of three (3) years if EQUIPMENT/PATROL BOAT is not fully functional at time of termination.

8. LIABILITY

A. The GRANTEE waives all claims and recourse against the DEPARTMENT, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this GRANT AGREEMENT.

B. GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this GRANT AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by GRANTEE in the performance of this Agreement. GRANTEE warrants, represents and agrees that it and its subgrantees, subcontractors, employees and representatives shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this GRANT AGREEMENT.

C. If the DEPARTMENT is named as a co-defendant, the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

D. **Insurance Coverage Requirements**

(1) Vessel Insurance: GRANTEE shall maintain the necessary insurance for the full replacement value of vessels and equipment purchased with GRANT including fire, collision or sinking and all costs associated with removal and demolition.

(2) Watercraft Liability: GRANTEE shall maintain watercraft liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out

of the maintenance and use of watercraft.

(3) The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to vessels and equipment purchased with this grant."

9. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this GRANT AGREEMENT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with this GRANT AGREEMENT shall not be deemed to be a waiver with respect to any other default or matter.

10. REMEDIES NOT EXCLUSIVE

The use by either the DEPARTMENT or GRANTEE of any remedy specified in this GRANT AGREEMENT for the enforcement of this GRANT AGREEMENT is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

11. OPINIONS AND DETERMINATIONS

Where the terms of GRANT AGREEMENT provide for action to be based upon the opinion, judgment, approval, review, or determination of either the DEPARTMENT or GRANTEE, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

12. PROCUREMENT PROCEDURES

A. The GRANTEE must use procurement procedures that reflect applicable State and local public procurement laws and regulations, provided that the procedures conform to applicable Federal law and the standards identified in 2 CFR §200.318.

There shall be no changes, corrections, modifications or exceptions to DEPARTMENT approved specifications without advance written approval by the DEPARTMENT. Procurement procedures used by the GRANTEE must conform to State law and regulations regarding **Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification,** AND **CONTRACTORS CERTIFICATION CLAUSES.** The GRANTEE is responsible, in its sole discretion, for the review of all bids for compliance.

B. Procurement for boats and other registered vessels must be conducted using Invitation for Bid and must adhere to the specific procurement standards identified by GRANTEE'S governing board regarding advertising, adequate purchase descriptions, sealed bids, and public openings.

C. **EQUIPMENT AND ELECTRONICS PROCUREMENT PROCEDURES:**

Grantee must obtain at least three (3) bids or rate quotations from qualified sources for each item that has a unit cost of $10,000 or more. The bids may be obtained over the phone but must be verified with written documentation from the vendor, and must include the make, model, size, name of vendor, date, and cost of item.

D. **DEPARTMENT REVIEW**

(1) GRANTEE must submit to the DEPARTMENT proposed technical specifications of PATROL BOATS and other registered vessels for review and approval prior to solicitation of bids.

(2) Grantees and sub-grantees must make available on request to the DEPARTMENT procurement documents, such as requests for proposals or

invitations for bids, independent cost estimates, etc. and must retain such documents for four years after equipment acquisition for auditing purposes.

13. DISPOSITION OF EQUIPMENT/PATROL BOAT

In accordance with 2 CFR 200.313 e.1 and 2, upon completion of the GRANT AGREEMENT TERM, GRANTEE must continue to use EQUIPMENT/PATROL BOAT as long as needed. If EQUIPMENT/PATROL BOAT is no longer needed, GRANTEE must receive approval from the DEPARTMENT. GRANTEE must deliver EQUIPMENT/PATROL BOAT to the California Department of General Services (DGS), Office of Fleet and Asset Management (OFAM) for sale at auction. DGS must complete an OFAM6 Form. Once DGS has completed the OFAM6, GRANTEE will submit the OFAM6 to the DEPARTMENT with an official letter requesting to surrender the vessel. The DEPARTMENT will provide the GRANTEE with an OFAM27 form and instructions for delivering the EQUIPMENT/PATROL BOAT to auction via email. GRANTEE will deliver the EQUIPMENT/PATROL BOAT and OFAM27 to the auction as instructed by the DEPARTMENT. GRANTEE shall have the OFAM27 signed at the auction and shall return the signed OFAM27 to the DEPARTMENT.

14. DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT INSTALLED AND PARTIALLY FUNDED EQUIPMENT

If the GRANTEE has contributed funding in excess of the GRANT to the PURCHASE COSTS of the EQUIPMENT/PATROL BOAT, and in the event of a sale of the EQUIPMENT/PATROL BOAT after the expiration or termination of this GRANT AGREEMENT or the reversion of the EQUIPMENT/PATROL BOAT to the DEPARTMENT, then the proceeds of the EQUIPMENT/PATROL BOAT sale shall be distributed between the DEPARTMENT and the GRANTEE in proportion to their respective contributions of the PURCHASE COSTS, e.g.: if the PURCHASE COSTS totaled $100,000 and the GRANT contribution amounts to $60,000, then the DEPARTMENT would receive 60 percent of the EQUIPMENT/PATROL BOAT sale proceeds and the GRANTEE would receive 40 percent.

15. FEDERAL TERMS, CONDITIONS AND REGULATIONS

This GRANT is funded by the Federal Recreational Boating Safety (RBS) Grant and as such, GRANTEE shall comply with all the governing regulations, namely 2 CFR 200 - the most applicable of which have been included here for reference. For clarity, “Non-federal entity” shall be understood to be “DEPARTMENT” and “Award” shall be understood to be “GRANT”. GRANTEES are subject and must adhere to the provisions set forth in the 2020 DHS Standard Terms and Conditions which are available online at: https://www.dhs.gov/sites/default/files/publications/fy20_dhs_standard_terms_and_conditions_v10.1_dated_12-31-2019.pdf and made a part of this agreement by reference. GRANTEES are subject to and must adhere to the regulations set forth in the 2 CFR 200 available online at: https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf and made a part of this agreement by reference.

16. COMPLIANCE WITH LAW, REGULATION AND POLICY

It is understood and agreed that the Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Coast Guard Code of Federal Regulations: 2 CFR identified in section §§ 200.318 General Procurement standards through 200.326 Contract provisions, 50 CFR 80 and 50 CFR 85, Equal Opportunity (41 CFR 60-1.4(b)), Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), Copeland “Anti-Kickback” Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-

7671q.), and the Federal Water Pollution Control Act as amended (33 U. S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352) and all policies of DBW.

A. **MANDATORY DISCLOSURES**

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. **ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION**

This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

The recipient shall insert this clause, including this paragraph, in all subawards and in contracts over the simplified acquisition threshold related to this award.

C. **EQUAL OPPORTUNITY CLAUSE**

During the performance of this grant, the grantee agrees to sections i-vii below:

i. The grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of this nondiscrimination clause.

ii. The grantee will, in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency granting officer, advising the labor union or workers' representative of the grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to

employees and applicants for employment.

iv. The grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the grantee's non-compliance with the nondiscrimination clauses of this grant or with any of such rules, regulations, or orders, this grant may be canceled, terminated or suspended in whole or in part and the grantee may be declared ineligible for further Government grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The grantee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The grantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the grant.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

upon grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

I. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

II. *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

EXHIBIT B

General Terms and Conditions (GTC 04/2017)

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor /GRANTEE may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor/GRANTEE, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor/GRANTEE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor/GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor//GRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor/GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor/GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all GRANTEES, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor/GRANTEE in the performance of this Agreement.

6. DISPUTES:

Contractor/GRANTEE shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor/GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor/GRANTEE under this Agreement and the balance, if any, shall be paid to the Contractor/GRANTEE upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor/GRANTEE, and the agents and employees of Contractor/GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or

employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor/GRANTEE shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor/GRANTEE and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor/GRANTEE shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor/GRANTEE and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Contractor/GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor/GRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor/GRANTEE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor/GRANTEE, as provided herein, shall be in compensation for all of Contractor's/GRANTEE'S expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor/GRANTEE by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor/GRANTEE shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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 bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of $100,000, the contractor/GRANTEE acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor/GRANTEE recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor/GRANTEE, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor/GRANTEE shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor/GRANTEE made a commitment to achieve small business participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor/GRANTEE made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor/GRANTEE received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor/GRANTEE; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT C

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed) South Lake Tahoe Police Department	Federal ID Number 94-1610868
By Authorized Signature:	
Printed Name and Title of Person Signing ,	
Date Executed	Executed in the County of El Dorado

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

18.10 Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lessor of 30 multiplied by the

number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

5. EXPATRIATE CORPORATIONS:

18.40 Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over $100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

EXHIBIT D

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e)).

2. LABOR CODE/WORKERS' COMPENSATION:

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

3. AMERICANS WITH DISABILITIES ACT:

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE:

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said

amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Grantees that are not another state agency or other governmental entity.

EXHIBIT E – DARFUR CONTRACTING ACT

If your agency hires a contractor to complete work under this grant, the contractor must fill out and sign the Darfur Contracting Act form prior to execution of the contract. A Sample of The Darfur Contracting Act form is provided on the next page; this form (DGS PD 1) can also be downloaded from the California Department of General Services website.

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act's certification requirements of bidders and proposers.

Exhibit E - DARFUR CONTRACTING ACT

SAMPLE FORM

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; orb) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed) South Lake Tahoe Police Department	Federal ID Number 94-1610868
By (Authorized Signature)	Date
Printed Name and Title of Person Signing ,	

OPTION #2 - WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed) South Lake Tahoe Police Department	Federal ID Number 94-1610868
By (Authorized Signature)	Date
Printed Name and Title of Person Signing ,	

EXHIBIT F

SUGGESTED LANGUAGE FOR RECYCLING CERTIFICATION

State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

RECYCLED CONTENT CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that
I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Name and Title of Person Signing	Date Executed
Authorized Signature	Executed in the County of El Dorado
Title	Telephone Number
Legal Business Name South Lake Tahoe Police Department	Federal ID Number 94-1610868

The Contractor hereby certifies under penalty of perjury, that the percent of the materials, goods, supplies offered, or products used in the performance of this contract meets the or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

General

1 Applicant Information

a.	Applicant Name	South Lake Tahoe Police Department			
b.	Organizational Unit				
c.	Address	1352 Johnson Boulevard			
d.	Address 2				
e.	City	South Lake Tahoe	State CA Zip 96150		
f.	Federal ID Number	94-1610868	Unique Entity Id.		FG8YLL3CQ3J1

g. Agency Type

- (●) City
- ( ) County
- ( ) State Agency
- ( ) District
- ( ) Other Public Agency

2 Project Information

a.	Project Name	Boating Safety and Enforcement Equipment Grant - FY 2025 / 26		
b.	Is implementing agency same as Applicant	(●) Yes ( ) No		
c.	Implementing Agency Name			
d.	Project Start Date	Oct-01-2025	End Date	Sep-30-2033
e.	Amount of Funds Requested	$104,838.86	Project Cost	$104,838.86

3 Contacts

a. Project Administrator

Name	Shannon Laney				
Title	City Officer				
Mailing Address	1352 Johnson Blvd				
City	South Lake Tahoe	State	CA	Zip	96150
Telephone	(530) 314-9288			Fax	
E-mail Address	slaney@cityofslt.us				

b. Financial Director

Name	Lori Marino				
Title	Grants Administrator				
Mailing Address	1901 Airport				
City	South Lake Tahoe	State	CA	Zip	96150
Telephone	(530) 542-7410			Fax	
E-mail Address	lmarino@cityofslt.us				

1. Minimum Qualifications

This is a federal pass-through 'Recreational Boating Safety Grant'. Priority for this grant are for the promotion of recreational boating safety and to decrease the number of accidents, injuries, and fatalities on U.S. waters.

Funding priorities for the Boating Safety and Enforcement Equipment Grant are for equipment that assists grantees in the following activities, in this order of priority:

1. Promoting recreational boating safety.
2. Enforcement of recreational boating safety laws
3. Search and rescue activities for recreational boaters.
4. Recovery of evidence for recreational boating accidents, injuries, and fatalities.

NOTE: Patrol and safety activities for swimmers, vehicle recovery, homeland security activities, and recovery of drowned bodies are not funding priorities under this federal grant.

Attach a Letter of Intent as required by Title 14, Section 6594.5. A template letter is in the 'Show Documents' area.

45821_0_852_letter of intent.pdf

As a subgrantee for this federal grant award, your agency must be registered in the Federal System of Award Management (https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf) Your agency's registration must be current in that system at the time you submit your application.

Attach a screenshot showing your registration is active. (A sample screenshot is available in the 'Show Documents' area)

45823_0_141_EntityInformation_City of South Lake Tahoe.pdf

The statements below refer to South Lake Tahoe Police Department **and confirm the following:**

1 a. Does your agency have an active Boating Safety and/or Boating Law Enforcement Patrol? (●) Yes ( ) No

1 b. What training and/or authorization does your agency have to perform boating safety and/or boating law enforcement in your jurisdiction? (max. 1024 characters)

All of our Boating Safety Officers have attended Department of Boating and Waterways Basic maritime officers' course and boating accident investigation, and two of our officers have attended the advanced officer course and rescue boat operations. All three of our officers are sworn police officers with arrest authority under 830.1 PC in California. Because Lake Tahoe is bi-state waterway, an interstate compact between California and Nevada was established (853.3 PC) to allow law enforcement officers to have concurrent jurisdiction.

1 c. If awarded this grant, I hereby certify that the agency identified above will report all boating accident statistics as required in Section 656 of Harbors and Navigation Code for the grant term if awarded this grant? An agency's failure to submit a report may result in ineligibility of future DBW funding opportunities for up to five fiscal years. (●) Yes ( ) No

1 d. **By checking the boxes below, I certify that that the agency identified above meets all the following criteria:**

- [x] Your agency employs at least one boating safety law enforcement officer defined in California Code of Regulations, Title 14, Division 4, Chapter 1, Article 4.5.2 as trained personnel authorized and retained to perform on-the-water boating safety and boating law enforcement activities.
- [x] Your agency's boating safety law enforcement officer(s) conducts sufficient patrol and has the jurisdiction and authority to ensure adequate enforcement, including arrest authority of all applicable state boating safety laws and regulations.

☑ Your agency has the knowledge and means to properly report boating accidents to DBW.

If you cannot certify that your agency meets ALL of the above criteria, certify by checking the box below and filling out the remainder of 1d.

☐ Your agency has a memorandum of understanding (MOU) with a law enforcement agency that has all of the above authorities and conducts all of these activities

Identify the law enforcement agency:

Attach the MOU

1 e. Has your agency been out of compliance with the terms of any other Department of Parks and Recreation contract or agreement in the past 3 years? ○ Yes ◉ No

If you responded 'Yes' to 1 e, please provide an explanation

1. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

☐ State Senate 01	☐ State Senate 02	☐ State Senate 03	☑ State Senate 04	☐ State Senate 05
☐ State Senate 06	☐ State Senate 07	☐ State Senate 08	☐ State Senate 09	☐ State Senate 10
☐ State Senate 11	☐ State Senate 12	☐ State Senate 13	☐ State Senate 14	☐ State Senate 15
☐ State Senate 16	☐ State Senate 17	☐ State Senate 18	☐ State Senate 19	☐ State Senate 20
☐ State Senate 21	☐ State Senate 22	☐ State Senate 23	☐ State Senate 24	☐ State Senate 25
☐ State Senate 26	☐ State Senate 27	☐ State Senate 28	☐ State Senate 29	☐ State Senate 30
☐ State Senate 31	☐ State Senate 32	☐ State Senate 33	☐ State Senate 34	☐ State Senate 35
☐ State Senate 36	☐ State Senate 37	☐ State Senate 38	☐ State Senate 39	☐ State Senate 40

2. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

☑ State Assembly 01	☐ State Assembly 02	☐ State Assembly 03	☐ State Assembly 04
☐ State Assembly 05	☐ State Assembly 06	☐ State Assembly 07	☐ State Assembly 08
☐ State Assembly 09	☐ State Assembly 10	☐ State Assembly 11	☐ State Assembly 12
☐ State Assembly 13	☐ State Assembly 14	☐ State Assembly 15	☐ State Assembly 16
☐ State Assembly 17	☐ State Assembly 18	☐ State Assembly 19	☐ State Assembly 20
☐ State Assembly 21	☐ State Assembly 22	☐ State Assembly 23	☐ State Assembly 24
☐ State Assembly 25	☐ State Assembly 26	☐ State Assembly 27	☐ State Assembly 28
☐ State Assembly 29	☐ State Assembly 30	☐ State Assembly 31	☐ State Assembly 32
☐ State Assembly 33	☐ State Assembly 34	☐ State Assembly 35	☐ State Assembly 36
☐ State Assembly 37	☐ State Assembly 38	☐ State Assembly 39	☐ State Assembly 40
☐ State Assembly 41	☐ State Assembly 42	☐ State Assembly 43	☐ State Assembly 44
☐ State Assembly 45	☐ State Assembly 46	☐ State Assembly 47	☐ State Assembly 48
☐ State Assembly 49	☐ State Assembly 50	☐ State Assembly 51	☐ State Assembly 52
☐ State Assembly 53	☐ State Assembly 54	☐ State Assembly 55	☐ State Assembly 56
☐ State Assembly 57	☐ State Assembly 58	☐ State Assembly 59	☐ State Assembly 60
☐ State Assembly 61	☐ State Assembly 62	☐ State Assembly 63	☐ State Assembly 64
☐ State Assembly 65	☐ State Assembly 66	☐ State Assembly 67	☐ State Assembly 68
☐ State Assembly 69	☐ State Assembly 70	☐ State Assembly 71	☐ State Assembly 72
☐ State Assembly 73	☐ State Assembly 74	☐ State Assembly 75	☐ State Assembly 76
☐ State Assembly 77	☐ State Assembly 78	☐ State Assembly 79	☐ State Assembly 80

3. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

☐ Congressional District 1	☐ Congressional District 2	☑ Congressional District 3
☐ Congressional District 4	☐ Congressional District 5	☐ Congressional District 6

- ☐ Congressional District 7
- ☐ Congressional District 8
- ☐ Congressional District 9
- ☐ Congressional District 10
- ☐ Congressional District 11
- ☐ Congressional District 12
- ☐ Congressional District 13
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- ☐ Congressional District 46
- ☐ Congressional District 47
- ☐ Congressional District 48
- ☐ Congressional District 49
- ☐ Congressional District 50
- ☐ Congressional District 51
- ☐ Congressional District 52
- ☐ Congressional District 53

4. County

Select one or more of the California Counties where the proposed project activities will occur.

- ☐ Alameda
- ☐ Alpine
- ☐ Amador
- ☐ Butte
- ☐ Calaveras
- ☐ Colusa
- ☐ Contra Costa
- ☐ Del Norte
- ☑ El Dorado
- ☐ Fresno
- ☐ Glenn
- ☐ Humboldt
- ☐ Imperial
- ☐ Inyo
- ☐ Kern
- ☐ Kings
- ☐ Lake
- ☐ Lassen
- ☐ Los Angeles
- ☐ Madera
- ☐ Marin
- ☐ Mariposa
- ☐ Mendocino
- ☐ Merced
- ☐ Modoc
- ☐ Mono
- ☐ Monterey
- ☐ Napa
- ☐ Nevada
- ☐ Orange
- ☐ Placer
- ☐ Plumas
- ☐ Riverside
- ☐ Sacramento
- ☐ San Benito
- ☐ San Bernardino
- ☐ San Diego
- ☐ San Francisco
- ☐ San Joaquin
- ☐ San Luis Obispo
- ☐ San Mateo
- ☐ Santa Barbara
- ☐ Santa Clara
- ☐ Santa Cruz
- ☐ Shasta
- ☐ Sierra
- ☐ Siskiyou
- ☐ Solano
- ☐ Sonoma
- ☐ Stanislaus
- ☐ Sutter
- ☐ Tehama
- ☐ Trinity
- ☐ Tulare
- ☐ Tuolumne
- ☐ Ventura
- ☐ Yolo
- ☐ Yuba

2. Citation Authority

2 a. Number of Full-Time Boating Safety and/or Boating Law Enforcement Officers do you have? A Boating Safety Law Enforcement Officer is defined in California Code of Regulations, Title 14, Division 4, Chapter 1, Article 4.5.2 as trained personnel authorized and retained to perform on-the-water boating safety and boating law enforcement activities. 0

2 b. Number of Part-Time Boating Safety and/or Boating Law Enforcement Officers (as defined in 2 a) do you have? 3

How many hours per year do they conduct on-the-water patrol and boating safety activities? 542

Is this work seasonal or continuous? Seasonal

3. Does your boating safety and enforcement unit have citation authority? (•) Yes ( ) No

If YES, Authorizing Code # 830.1 California Penal Code

a. How many boating safety related citations did your agency issue last calendar year? 10

b. How many boating accidents did your agency respond to in the last calendar year? 5

c. How many BOATING safety related Search and Rescue missions did your agency perform in the last calendar year? 22

d. How many boating drowning recovery missions did your agency perform last year? 0

4. Does your boating safety and enforcement unit have arrest authority? (•) Yes ( ) No

If YES, Authorizing Code # 830.1 California Penal Code

How many boating related arrests did you conduct last calendar year? 0

5. How many outreach events with the general public did your agency participate in to promote boating safety education last calendar year? Please list the events and describe how boating safety was promoted. 1

5a.

Event Name	Date of Event	What BOATING SAFETY information was provided at this event?
Forth of July Social Media outreach	July 3 2024	Wearing PFD's, BUI awareness

6. Jurisdiction Table

List all waterbodies that are in your jurisdiction and fill in the below chart for each

Waterbody	Size (area)	List all boating activities (e.g. fishing, water skiing, paddling, etc.) conducted on this waterbody.	How many hours/year is this waterbody patrolled by your agency	Is there shared jurisdiction on this waterbody?	If shared jurisdiction, list other agency(s)
Lake Tahoe	191.6 sq miles	Fishing, water skiing, , jet skiing, recreational boating, sailing, charter tours and charter fishing, paddle boarding, kayaking, wind surfing, parasailing and wake surfing	542	Yes	El Dorado County Sheriff US Coast Guard Douglas County Sheriff, NV Washoe County Sheriff, NV Placer County Sheriff

7. Three RECREATIONAL BOATING safety issues

This is a Federal Pass-Through 'Recreational Boating Safety Grant'. The purpose of the grant is to promote boating safety and to decrease the number of accidents, injuries, and fatalities on U.S. waters. Clearly identify three BOATING safety issues that affect recreational boaters in your jurisdiction. Your answer to this question will be referenced throughout this grant application.

Environmental Dangers of Lake Tahoe

Lake Tahoe is the largest Alpine Lake in North America and the second deepest only to Crater Lake, Oregon. Lake Tahoe is 21.2 miles north to south and 11.9 miles east to west with a surface area of 191 square miles (122,200 acres). The lake is situated at an altitude of 6224 feet (over a mile high) and is 1,644 feet deep at its deepest point. The water is extremely cold due to the altitude, mountainous climate, and extreme depth. Being in the Sierra Nevada Mountain range, weather can be difficult to predict. We often experience micro-climates where it can suddenly snow in the summer months. We can get high wind gusts (30-45 mph) with little warning and swells up to 6 feet. These unpredictable weather conditions often catch recreational boaters (especially those renting pontoon boats), paddle boarders, Personal Watercraft riders and kayakers off guard. Altitude can have physical effects on people. It can cause shortness of breath, exhaustion and other negative responses from physical activity in the water. Couple that with extremely cold lake water and catastrophic incidents can and do occur. One of the more common calls for service we respond to is searches for paddle boarders or kayakers who were blown away from shore and are unable to self-rescue. In response to this danger, we proactively conduct inspections for safety gear and personal flotation devices (PFD's). Last fiscal year alone, we encountered 266 personal floatation device violations, 50 of which were for mandatory wearing violation such as children under the age of 13. We handed out 50 PFD's to paddlers and boaters who either had none, or they had an insufficient number onboard. We terminated four voyages for unseaworthiness of the vessel or lack of safety equipment.

Operator inexperience

Lake Tahoe has an estimated 15 million visitors each summer, and many of them get out on the water. To meet those needs, we have a large rental boat and PWC fleet on the south shore serviced by 5 marinas in California and 2 more nearby in Nevada's southern shoreline. Lake Tahoe also ranks #3 in the state for private boat rentals with online applications such as boatsetter.com and others. With the exemption of the California Boater Safety Card requirements for rental boats, we often have boat operators who have little to no experience operating a boat, especially in sudden, adverse weather conditions. Boat propeller strikes are a common injury sustained by this demographic which is often fatal if not treated in time. With the main cause being operator error.

Negligent Operation

In the summer months, especially on the weekends, the south shore gets extremely congested with vessel traffic, mixing PWC's, boats, paddle boarders and kayakers. Large groups of visitors often rent PWC's together and do not understand the dangers of the lake and dangers of collisions. We have had collisions resulting in fatalities, amputations and head and neck trauma from PWC's being operated in a negligent manner. Another violation we come across often is stern and bow riders, which due to the combination of inattention by the operators and constant water condition changes, ends up in people falling overboard and at times, into moving propellers. We also find them operating at high speeds within 200 feet of shoreline, where conflicts between the vessels and swimmers and paddle boarders occur. Last fiscal year we conducted 66 enforcement stops for negligent operation violations.

8. Inventory

List all patrol boats, PWCs and inflatables in your current inventory (Local and State owned). Include boats awarded but not yet received yet.

Year	Make	CF Number	How many hours/year is this used?	What waterbodies is it used on?	Will this boat be surplused if awarded a new vessel?	Was this vessel funded by a DBW grant?	Is this vessel operational ?	Is this vessel used for anything else besides patrolling. If so, explain.
2016	Safeboat	5763XG	542	Lake Tahoe	No	No	Yes	Training with allied law enforcement agencies

9. Project Type

Are you requesting a new Patrol Boat/PWC or Misc. Equipment.?

- ☐ New Patrol Boat/PWC - see definition below
- ☑ Equipment / Repairs

NOTE: *A "Patrol Boat" is defined as "A Department of Parks and Recreation, Division of Boating and Waterwaysapproved, registered vessel (with or without trailer and/or outboard motor) purchased for use in boating safety and law enforcement activities." VERIFY THAT YOUR REQUEST IS CORRECTLY CLASSIFIED. Failure to correctly classify may result in disqualification of your grant application.*

** All items purchased with funding provided by the Division of Boating and Waterways are for the exclusive use of the Boating Safety and Enforcement Unit.*

Misc Equipment Instructions

PLEASE READ THE FOLLOWING CAREFULLY

ENTER INFORMATION IN THIS SECTION ONLY IF YOU SELECTED 'MISC. EQUIPMENT' AS A PROPOSAL TYPE

IF YOU DID NOT SELECT 'MISC. EQUIPMENT' AS A PROPOSAL TYPE, CLICK ON THE NEXT TAB TO NAVIGATE TO THE NEXT SECTION

Misc. Equipment Items

11. Describe what you are requesting. You may request only FIVE ITEMS TOTAL (patrol boat and equipment). You may group "like items". “Like items” are related items that work together. You need one to work with the other. Examples of “like items” include a ‘FLIR and delivery’, ‘replacement boat seat and tax’ or ‘GPS and screen’.

DBW may fund up to 50% of the total cost of fire suppression equipment.

NOTE: Supplies and consumables (i.e: rope, water bottles, cleaning supplies, hardware) are not funding priorities.

Item / Group Name	Cost	Quantity	Total	Priority	List specific items that are in the grouped 'like' items. Include itemized list with cost and quantity.	Attach one quote for each item in this section
Mercury Verado 350 HP Outboards	52,419.43	2.00	104,838.86	First	Install two Mercury Verado 350 outboard engies	45776_0_285_obexers quote.pdf
		TOTAL	104,838.86			

Misc. Equipment Items Questions (Mercury Verado 350 HP Outboards)

11. Item Details

11 a. Is this equipment general all-purpose gear? NOTE: person-specific and fitted items will not be funded. (•) Yes ( ) No

11 b. Describe exactly what is being requested and how this equipment will help mitigate the recreational boating safety issues you identified in Question 7. If the requested quantity is more than one for any item, explain the need for multiple items. (max. 2000 characters)

Our agency is requesting $104,838.86 to repower our only patrol vessel which is a 2016 Safeboat. This repower will include the purchase and installation of two Mercury Verado 350 HP outboards and associated equipment. This vessel is needed to patrol the southern end of Lake Tahoe, with emergency responses anywhere on the Lake. There are times when we are the only available resource to respond to distress calls. Last FY, we responded to 22 search and rescues, assisted 184 people and 63 vessels and conducted over 150 enforcement stops. During the past two seasons, we have had two major breakdowns resulting in approximately $25,000 in repairs and taking our one and only patrol vessel out of service. Our outboards have nearly 3000 hours on each and have reached their end of serviceable life. Maintaining a reliable patrol vessel is critical for the enforcement of safe boating activity, responding to vessels and paddlers in distress and educating our boating community.

11 c. Describe any negative impacts to boating safety and/or boating enforcement if your agency does not receive its requested grant award.

Our agency only has one patrol vessel, and our outboards are near the end of their serviceable life. We have experienced more and more break downs over the past three years and the costs have risen to maintain our outboard motors.. If our vessel has a major breakdown, we will be out of service until repairs can be made. This can take weeks or even longer, depending on parts availability. During that time, we would be dependent on other agencies to respond to emergencies in our jurisdiction, and enforcement would be non-existant since they have thier own area's of responsability to cover.

11 d. Classify this request

Classify this request by choosing one of the following options and present a strong justification for the request

- (●) "Critical" (operations would cease without it)
- ( ) "Increased efficiency" (if it would save staff time, identify how much time)
- ( ) "Convenience" (it would make life a little easier)
- ( ) "Protection" of existing equipment (ex: shade tents, hoists to get the vessels out of the water, etc. to extend longevity)

Justify your classification of this request. (max. 300 characters)

Our outboard engines have approximately 3000 hours each and are reaching their end of serviceable life supported by our recent major breakdowns in the past two boating season. If we lose an engine, we would be out of service until those repairs can be made since we only have one patrol vessel.

Percentage of time on the water this equipment will be used for:

Activity	Percentage
Boating Safety Activities	89
Search and Rescue Activities	9
Other Activities	2
TOTAL	100.00

List any other activities this equipment will be used for: (max 300 characters)

We conduct training with our allied agencies, but are available for emergency response while conducting that training. We also conduct homeland security type of activities during major events that draw large crowds, such as the Celebrity Golf Tournament, 4th of July fireworks barge protection ect.

11 e. If you are not awarded your full request, would your agency be able to supplement the difference? ( ) Yes (●) No

If yes, what percentage can you supplement?

11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.

We only have one patrol vessel, if it was taken out of service for an extended period we would need to borrow an entire vessel for an unknown amount of time. Most agencies on Lake Tahoe only operate one vessel and would not be able to lend it to us.

11 g. How and why was this particular model selected? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

Our vessel is currently equipped with 300 HP Mercury outboards. With operating at 6224 feet altitude, we lose approximately 30% power. Our vessel struggles to get on plane when carrying extra passengers, which adds precious time when getting an injured boater to shore for medical attention. We also often respond to emergencies anywhere on the lake. We consulted with Safeboat and this particular outboard was their recommendation. We also must take into consideration warranty work and regular maintenance availability. On Lake Tahoe there are two marinas who are certified Mercury outboard repair facilities that we can access from the Lake. Regarding the City's ability to partially fund this, we do not have the funds available for the next FY.

Misc. Equipment - Informational

11 h. What body(s) of water will this equipment be used on?

Lake Tahoe

11 i. How many hours per month on average will this equipment be used for Boating Safety Enforcement?

May through September

- ○ 0-25 hours per month
- ○ 26-100 hours per month
- ◉ 101-250 hours per month
- ○ 251+ hour per month

October through April

- ◉ 0-25 hours per month
- ○ 26-100 hours per month
- ○ 101-250 hours per month
- ○ 251+ hour per month

11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial events or other activities, etc.)? ◉ Yes ○ No

If YES, complete the table below

List Other Activity (NOT RECREATIONAL BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other activity
Commercial Enforcement	5
Special Event Homeland Security activites (Celebrity Golf Tournament, 4th of July fireworks barge protection)	10
Swimming Rescues	5
Environmental Protection with Tahoe Reginal Planning Agency	5

Percentage of time per year this piece of equipment will be used for the following activities.

**Estimate the total time this equipment may be used for boating safety activities in a calendar year based on historical data. DBW may verify this information using accident data. Failure to report time correctly in the following chart may result in disqualification of your grant application.*

Activity	Average hours per year this equipment will be used	Percentage of time
Boating Patrol	478.00	88.19
Search and Rescue Activities	50.00	9.23

Accident Investigation	2.00	0.37
Recovery	4.00	0.74
Other Activities (list below)	8.00	1.47
TOTAL:	542.00	100.00

List any other activities this equipment will be used for: (max 300 characters)

Training with allied agencies and new operators.

11 k. Select the PRIMARY purpose this equipment will be used for:

- ○ Search and rescue
- ◉ Enforcement of state and local measures
- ○ Inspection of vessels
- ○ Supervising organized water events

11 l. If Search and Rescue is the primary purpose, list the activity and the number of boating-related emergencies this equipment would have been used for last year doing that activity. Do not include NON-BOATING emergencies (i.e: those related to swimmers)

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR

12 Previous BSEE Grants

	FY 23/24	FY 22/23	FY 21/22
Did your agency apply for a BSEE grant ?	No	No	No
Were you awarded a BSEE grant? (leave blank if No)			
Amount awarded: (List amount or leave blank if No or NA)			
Amount spent: (List amount or leave blank if No or NA)			
List the equipment purchased: (List leave blank if No or NA)			

Boating Safety and Enforcement Income

13. **Revenue and Expenditures**

Boat Tax Revenue		75,110.00
Other Revenue:		
a)	Other local revenue sources: (Example: launching facilities, campgrounds, parking, anything that goes toward marine patrol support)	0.00
b)	Any State boating funding sources, including DBW subvention/financial aid:	56,464.00
TOTAL ANNUAL BOATING INCOME IN YOUR OPERATING BUDGET		131,574.00
TOTAL EXPENDITURES FOR BOATING SAFETY AND ENFORCEMENT		114,941.63

14. If you participated in the subvention/financial aid program, were all allocated funds expended in the previous closed year? ○ Yes ◉ No ○ NA

If NO, state percentage of remaining funds. 16,632.37

	Line Item	Qty	Rate	UOM	Total	Req Amount
1	**Patrol Boat**					
2	**Equipment**					
	Mercury Verado 350 HP Outboards	2.0000	52419.430		104,838.86	104,838.86
3	**Adjustment**					
TOTAL EXPENDITURES					**104,838.86**	**104,838.86**

	Category	Total	Req Amount	Narrative
1	Patrol Boat	0.00	0.00	
2	Equipment	104,838.86	104,838.86	
3	Adjustment	0.00	0.00	
TOTAL EXPENDITURES		**104,838.86**	**104,838.86**	

Applicant Certification

a. ☑ Under penalty of perjury, I certify that I have examined this application and the document(s), proposal(s), and statement(s) submitted in conjunction herewith, and that to the best of my information and belief, the information contained herein is true, accurate, correct, and complete.

b. ☑ I certify that I am the person authorized to submit this application on behalf of the applicant.

Name: Shannon Laney

Title: Boating Safety Officer

Date Signed: 04/30/2025

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:7

Agenda Item: Declaring Police K9 Ford F-150 1289 Surplus and Authorization to Sell to Mono County Sheriff's Office

Executive Summary: Mono County Sheriff's Office reached out to Police Department Administration, looking to purchase a surplus K9 vehicle. The Police Department has three K9 vehicles. The Police Department does not currently have a K9 handler. Once a handler position is filled, two K9 vehicles remain for use. Mono County Sheriff has agreed to purchase the surplus K9 vehicle for a fair market price of $10,000. The adopted surplus policy allows for the sale of public of items and vehicles that are deemed surplus or have reached the end of their lifecycle.

Requested Action / Suggested Motions: Pass a Resolution declaring Police K9 vehicle 1289 surplus and authorizing the sale of vehicle to Mono County Sheriff's Office for the fair market value of $10,000.

Responsible Staff Member: Lt. Scott Crivelli

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Sale of Surplus K-9 Vehicle.docx
02-Resolution - Sale of Surplus K9 Vehicle.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: Declaring Police K9 Ford F-150 1289 Surplus and Authorization to Sell to Mono County Sheriff's Office

Location: Citywide

Responsible Staff Member: Lieutenant Scott Crivelli

Background: The Police Department currently has three trucks outfitted as K9 vehicles. The Police Department does not have any K9 handlers at the moment. Mono County Sheriff's Office reached out to PD admin, looking to add a spare K9 vehicle to their fleet. Mono County Sheriff's Office has agreed to pay fair market value of $10,000 to purchase Police K9 Vehicle 1289. The adopted surplus policy allows for the sale of public items and vehicles which are deemed surplus.

Issue and Discussion: Police K9 vehicle 1289, is a spare K9 vehicle at the police department. The vehicle is a 2017 Ford F-150 with approximately 111,000 miles. Mono County Sheriff's Office reached out to PD admin and offered to buy a surplus K9 vehicle from the City of South Lake Tahoe, to add a spare to their fleet.

Since the Police Department does not currently have a K9 handler, PD admin and Fleet Services have deemed K9 vehicle 1289 to be surplus. Once PD fills its K9 handler vacancy, two K9 vehicles are still available to be used by a SLT PD K9 handler.

The sale of the truck to Mono County Sheriff's Office will be "as is." Fleet services will be removing the police radio, computer components, and axon camera equipment in order to be re-installed in other fleet vehicles. The vehicle will retain the emergency lighting equipment, siren, and K9 transport rear kennel.

Financial Implications: After discussion with Fleet management, a fair market value of $10,000 was determined for the K9 vehicle. Mono County Sheriff's Office has agreed to purchase the surplus K9 vehicle for $10,000. The proceeds from the sale will be deposited into the PD vehicle replacement account (21102110 46130) to be used on future vehicle and vehicle equipment purchases.

Environmental Considerations: This is not a 'project' subject to review under the California Environmental Quality Act (CEQA) under CEQA guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: Proceeds from the sale will assist offset the cost of purchasing vehicles for the PD in the future. Maintaining an operational police vehicle fleet supports the following strategic priorities:

- Priority 3: Ensure Public Safety

The adopted surplus policy (within Financial Policies: Preserving Capital Investments – Fixed Assets Capitalization and Inventory Control Policy) allows for the sale of public items and vehicles that are deemed surplus or have reached the end of their lifecycle.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

October 21, 2025

Declaring Police K9 Vehicle 1289 Surplus and Authorization to Sell Vehicle to Mono County Sheriff's Office

BACKGROUND

A. Police Department K9 Vehicle 1289 is one of three K9 vehicles in our fleet. It is a spare K9 vehicle, model year 2017 with 111,000 miles. The Police Department does not have a K9 handler at the moment, and once filled, still has two K9 vehicles to be utilized.

B. Mono County Sheriff's Office has agreed to pay the fair market value of $10,000 to purchase the K9 Vehicle 1289.

C. The adopted surplus policy allows for the sale of public items and vehicles that deemed surplus and/or have reached the end of their serviceable lifecycle.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Declares Police K9 vehicle 1289 to be surplus and authorizes the sale of the vehicle to Mono County Sheriff's Office for $10,000.

Adopted by the City of South Lake Tahoe City Council on October 21, 2025 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:8

Agenda Item: Sale of Surplus Property

Executive Summary: Fleet Services has evaluated the City's current inventory of vehicles and equipment and generated a list of items for auction. Fleet Services has provided the rationale for declaring the listed items as surplus and directing the sale of City assets. The items listed have reached the end of their serviceable lifecycle or are otherwise not repairable. The adopted surplus policy allows for the sale to the public of items and vehicles that are deemed surplus or have reached the end of their lifecycle. Staff is requesting the City Council pass the attached resolution directing the sale of vehicles, equipment, and other assets.

Requested Action / Suggested Motions: Pass a Resolution declaring certain vehicles and equipment as surplus and directing the sale of vehicles, equipment, and other City assets.

Responsible Staff Member: John Dickinson, Interim Director of Public Works, and Phil Harwood, Fleet Supervisor

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

02-Resolution-Sale of Surplus Property.docx
03- Exhibit A Surplus list 2025
01-Staff Report-Sale of Surplus Property.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: Sale of Surplus

Property Location: Citywide

Responsible Staff Member: John Dickinson, Interim Director of Public Works, and Phil Harwood, Supervisor Fleet Manager

Background: Fleet Services has evaluated the listed items and provided the rationale that the items have reached the end of their serviceable lifecycle or are otherwise not repairable. The adopted surplus policy (within Financial Policies: Preserving Capital Investments – Fixed Assets Capitalization and Inventory Control Policy) allows for the sale of public items and vehicles that are deemed surplus or have reached the end of their lifecycle (See Exhibit A).

Issue and Discussion: The attached listing of proposed auction items includes a list of vehicles along with a brief justification for the recommendation to dispose of each asset. Along with the various vehicles and equipment, is the request to dispose of various small tools, surplus items from warehouse stock, and other items of lesser value that reached their service life and/or have become inoperable.

Financial Implications: Auction proceeds generate revenue and will be used to offset the cost to purchase vehicles and/or equipment in the FY 2025/26 budget year. Fleet Services uses large cooperative governmental auctions. These auctions historically return higher proceeds and offer greater accountability.

Environmental Considerations: This action is not a project requiring environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(5) (organizational or administrative activities that will not result in a direct or indirect physical change in the environment).

Policy Implications: Proceeds from the proposed auction will be used to purchase replacement assets, lowering the overall cost of replacements. Replacing old vehicles and equipment lowers maintenance & supply costs. New equipment designs often improve efficiencies and the reduced maintenance downtime will reduce labor hours required for maintenance and increase the availability of equipment, also lowering costs.

Resolution 2025-XXX

Adopted by the City of South Lake Tahoe
City Council

October 21, 2025

Declaring certain vehicles and equipment as surplus and directing the Sale of Vehicles, Equipment, and other City Assets

BACKGROUND

A. In the listing attached hereto as Exhibit A, Fleet Services has evaluated the listed items and provided the rationale that the items have reached the end of their serviceable lifecycle.

B. The attached listing was reviewed by the Fleet Supervisor and the Director of Public Works, and it was determined to be in the interest of the City that these items be auctioned.

C. The adopted surplus policy allows for the sale of public items and vehicles that are deemed surplus and/or have reached the end of their serviceable lifecycle.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Declares certain vehicles and equipment as surplus.
2. Authorizes the Fleet Supervisor to sell the items on Exhibit A (attached hereto) in a public governmental contracted auction.

Adopted by the City of South Lake Tahoe City Council on October 21, 2025, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Exhibit A – Surplus Property list

Unit #	Make	Model	Year	Miles	Condition – Notes
1003	Ford	Interceptor	2016	84,088	Past service life – Cost to date exceeding for M R
1279	Ford	Taurus	2014	97,728	Past service life – Cost to date exceeding for M R
1286	Ford	Interceptor	2016	65,900	Past service life – Cost to date exceeding for M R
1287	Ford	Interceptor	2016	66,014	Past service life – Cost to date exceeding for M R
1288	Ford	Interceptor	2016	93,540	Past service life – Cost to date exceeding for M R
9035	Water trailer	100 gal	1980	Trailer	Past service life
9103	Tacker trailer	90	1990	Trailer	Past service life

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:9

Agenda Item: Purchase Agreement with Cadence Team, Inc. for Networking and IT Equipment for the Multigenerational Recreation and Aquatic Center

Executive Summary: On March 25, 2025, City Council approved $1,470,531 towards the procurement of furniture, fixtures and equipment (FF&E) for the new Recreation & Aquatics Center. The new Recreation & Aquatics Center has many locations that require FF&E to support its operations and programming needs. Since the original budget approval, three contracts have been awarded to support this effort. Following these and several additional planned purchases, funding remains available within the original budget to support remaining equipment needs. Staff worked with Cadence Team to procure Networking and IT Equipment necessary for building operation. Cadence Team provided staff with a quote for $117,679.37 for the purchase, storage, delivery and installation assistance of the equipment. Additional installation efforts are potentially required and staff is recommending additional allowance for a total amount of $130,000 NTE.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a Purchase Agreement with Cadence Team, Inc. in the amount of $130,000 for the purchase & delivery of networking and IT equipment for the new Multigenerational Recreation and Aquatic Center.

Responsible Staff Member: Ricky Riddle, Construction Manager/Facilities Program Manager & Sebastian Knapp, IT Manager

Reviewed and Approved By: John Dickinson, Interim Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Contract with Cadence-IT.docx
02-Cadence Quote.pdf
03-Purchase Agreement Cadence.pdf
04-NASPO_Master_Agreement.pdf
05-NASPO_CA.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: October 21, 2025

Title: Award of Purchase Order to Cadence Team to Purchase Networking and IT Equipment at the New Multigenerational Recreation and Aquatic Center

Location: 1150 Rufus Allen Blvd

Responsible Staff Member: Ricky Riddle, Construction Manager/Facilities Program Manager & Sebastian Knapp, IT Manager

Background:

On March 25, 2025, City Council approved $1,470,531 towards the procurement of furniture, fixtures and equipment (FF&E) for the new Recreation & Aquatics Center. The new Recreation & Aquatics Center has many locations that require FF&E to support its operations and programming needs. Since the original budget approval, three contracts have been awarded to support this effort. A contract in the amount of $237,875.80 was awarded to Meteor Education for partial furnishing of the facility. A second contract, valued at $120,021.47, was awarded to Freemotion for the purchase of exercise equipment. The third contract totaling $85,847.32 was approved for the purchase, delivery and installation of batting cages. Following these and several additional planned purchases, funding remains available within the original budget to support remaining equipment needs. Staff worked with Cadence Team to procure Networking and IT Equipment necessary for building operation. Cadence Team provided staff with a quote for $117,679.37 for the purchase, storage, delivery and installation assistance of the equipment. Additional installation efforts are potentially required and staff is recommending additional allowance for a total amount of $130,000 NTE.

Issue and Discussion: The Cadence Team holds a cooperative agreement through the NASPO contract number AR3228. To utilize the contract, agencies must reference the contract AR3228 on official purchase documentation that allows public sector entities to utilize their master agreement to procure this equipment

Cadence will provide the equipment, storage, delivery and installation assistance to CSLT IT staff.

Financial Implications: The total cost of the equipment delivery, storage and installation is not to exceed $130,000, as outlined in the attached Purchase Order. The project will be funded

from the New Rec Center FF&E Account 301-70023, which has sufficient budget remaining from the previously approved allocation.

Environmental Considerations: This is not a “project” subject to review under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: This action is consistent with the 2025-2030 Strategic Plan Strategic Priority 7.1 complete the new Recreation and Swim Complex and maintain the current complex in the meantime and 7.7 Continue to improve access for people of all abilities to all public spaces.

Remittance Address:
4010 Foothills Blvd, Ste 103 PMB205
Roseville, CA 95747

cadence.TEAM

Phone: 844.934.8326
Fax: 844.923.5878
www.cadence.team

Company:	City of South Lake Tahoe
Attn:	Gabe Raab
Project:	New Rec Center - PA460 Option
Contract #:	NASPO AR3228

Date:	9/8/2025	Expiration:	9/30/2025
Shipping Method:	GROUND	Sales Rep:	Jeremy_Caudill
Est. Delivery:	TBD	Direct:	916.710.8264
Terms:	NET30	Email:	jeremy@cadence.team

Part Number	Description	Qty.	List Price	Unit Price	Extended	Tx	Disc %
Switch - MDF							
R8Q71A	HPE Aruba Networking 6200M 36G 12SR5 Class6 PoE 4SFP+ Switch	2	$15,499.00	$7,749.50	$15,499.00	T	50%
JL086A	HPE Aruba Networking X372 54VDC 680W 100–240VAC Power Supply	4	$1,022.00	$511.00	$2,044.00	T	50%
J9281D	HPE Aruba Networking 10G SFP+ to SFP+ 1m Direct Attach Copper Cable (J9281D 2 x stacking and 2x firewall	4	$164.00	$82.00	$328.00	T	50%
J9150D	HPE Aruba Networking 10G SFP+ LC SR 300m MMF Transceiver	2	$1,454.00	$727.00	$1,454.00	T	50%
Switch- IDF 1st Floor							
R8Q71A	HPE Aruba Networking 6200M 36G 12SR5 Class6 PoE 4SFP+ Switch	1	$15,499.00	$7,749.50	$7,749.50	T	50%
JL086A	HPE Aruba Networking X372 54VDC 680W 100–240VAC Power Supply	2	$1,022.00	$511.00	$1,022.00	T	50%
J9150D	HPE Aruba Networking 10G SFP+ LC SR 300m MMF Transceiver	1	$1,454.00	$727.00	$727.00	T	50%
Switch- IDF 2nd Floor							
R8Q71A	HPE Aruba Networking 6200M 36G 12SR5 Class6 PoE 4SFP+ Switch	1	$15,499.00	$7,749.50	$7,749.50	T	50%
JL086A	HPE Aruba Networking X372 54VDC 680W 100–240VAC Power Supply	2	$1,022.00	$511.00	$1,022.00	T	50%
J9150D	HPE Aruba Networking 10G SFP+ LC SR 300m MMF Transceiver	1	$1,454.00	$727.00	$727.00	T	50%
Wireless							
R7J28A	HPE Aruba Networking AP-635 (US) Tri-radio 2x2:2 802.11ax Wi-Fi 6E Internal Antennas Campus AP	10	$1,395.00	$697.50	$6,975.00	T	50%
S0J40A	HPE Aruba Networking AP-MNTMP10-U	1	$545.00	$272.50	$272.50	T	50%
S0P50A	HPE Aruba Networking AP-675 (US) Tri Radio 2x2 Wi-Fi 6E Internal Omni-Directional Outdoor AP	5	$3,295.00	$1,647.50	$8,237.50	T	50%
JW053A	AP-270-MNT-V2 270 Series Mt Kit	5	$154.00	$77.00	$385.00	T	50%
Aruba Central							
Q9Y75AAE	HPE Aruba Networking Central Switch 6200/29xx Foundation 5-Year Subscription E-STU	4	$1,490.00	$745.00	$2,980.00	N	50%
Q9Y60AAE	HPE Aruba Networking Central AP Foundational 5-year Subscription E-STU	15	$505.00	$277.75	$4,166.25	N	45%
Firewall							
PAN-PA-460	Palo Alto Networks PA-460	1	$5,025.00	$4,020.00	$4,020.00	T	20%
PAN-PA-400-RACKTRAY	Rack mountable tray for up to two PA-400s and 4 power adapter	1	$210.00	$178.50	$178.50	T	15%
PAN-SVC-PREM-460-5YR	PA-460, Premium support, 5 years (60 months), term.	1	$4,996.00	$4,746.20	$4,746.20	N	5%
PAN-PA-460-BND-CORESEC-5YR	PA-460, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 5 years (60 months) term	1	$14,275.00	$12,133.75	$12,133.75	N	15%
Server							
P71686-005	HPE DL360 G11 4510 64G MR408I-O 8SFF SVR PL-78	1	$6,705.00	$4,358.25	$4,358.25	T	35%
P40499-B21	HPE 1.92TB SATA RI SFFBC MV SSD PL- SI	4	$2,962.00	$1,629.10	$6,516.40	T	45%
BD505A	HPE ILO ADV 1-SVR LIC 3YR SUP NO DEAL REG PL=4U	1	$469.00	$257.95	$257.95	T	45%
HW2P7E	HPE 5Y TC ESS ILO ADV NON BL SVC PL-K3	1	$67.00	$36.85	$36.85	N	45%
H44ZCE	HPE 5YTCBAS DL360G11 SMART CHOICE SVC PL-96	1	$1,311.00	$721.05	$721.05	N	45%
INTG-MLSVCSV1-HB8986	SERVER/BLADE -1-5 HW 1-99 SERVER/BLADE	1	$97.00	$0.00	$0.00	N	100%
UPS - IDFs							
SRT1500RMXLA	SMART UPS SRT 1500VA RM 120V 120V5-15P 6OUT 5-15R	2	$2,505.00	$1,503.00	$3,006.00	N	40%
WBEXTWAR3YR-SP-04	3YR EXTENDED WARRANTY 24X7	2	$486.00	$340.20	$680.40	N	30%
AP9640	UPS NETWORK MANAGEMENT CARD WITH POWERCHUTE NETWORK SHUTDOWN	2	$538.00	$376.60	$753.20	N	30%

UPS - MDF							
SRT5KRMXLT	SMARTUPS SRT 5000VA RM 208V	1	$10,225.00	$6,135.00	$6,135.00	N	40%
WBEXTWAR3YR-SP-06	3YR EXTENDED WARRANTY	1	$1,885.00	$1,319.50	$1,319.50	N	30%
AP7540	BASIC PDU 208V 20A 0U RM 20XC13 4XC19	1	$564.00	$394.80	$394.80	N	30%
Professional Services							
I-1-OST	Cadence Team - On-site Installation and Configuration	1	$5,000.00	$5,000.00	$5,000.00	N	0%

Taxable:	$69,523.10
Non Taxable:	$42,073.00
Tax:	$6,083.27
Credit:	$0.00
Freight:	$0.00
Total:	$117,679.37
Tax Rate:	8.750%

Terms and Conditions

Warranty:	NA
Maintenance:	NA
Terms:	No Returns
Equipment:	All orders invoice upon receipt of purchase order

Customer Signature authorizes Cadence Team to process the order in place of a purchase order. Prices are subject to change after the expiration date of the quote.

Customer Signature: _____

Print: _____

Title: _____

Date: _____

CITY OF SOUTH LAKE TAHOE
PURCHASE AGREEMENT

This Agreement is made and entered into as of the 21st day of October 2025 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Cadence Team Inc. ("Vendor").

RECITALS

A. Vendor is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Vendor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Agreement. Vendor shall provide the goods/materials/products set forth in this agreement and described more fully in the **Exhibit A, "Description of Goods/Materials/Products,"** attached hereto and incorporated herein by reference (hereinafter the "product(s)"). **Exhibit A** further sets forth the requirements for delivery of the product(s), including requirements for installation, maintenance, servicing, etc.

2. Term/Time of Performance. The goods/materials/services described in **Exhibit A** shall be delivered to the City on or before February 28th, 2026.

3. Compensation. Compensation to be paid to Vendor shall be in accordance with **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Vendor's compensation exceed **$130,000** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Vendor shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item set forth in **Exhibit A**.

4. Expiration and Termination of Agreement. This Agreement shall expire upon written confirmation from the City that Vendor has delivered product(s) in

compliance with the scope set forth in **Exhibit A.** Such confirmation shall not be unreasonably withheld.

The City may terminate this agreement if Vendor fails to deliver product(s) and comply with the terms of **Exhibit A** within ten (10) days of the date of delivery set forth in paragraph two (2) herein.

5. Independent Contractor. It is understood that Vendor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Vendor are employees, agents, contractors or subcontractors of Vendor and not of the City.

   City is not required to make any deductions or withholdings form the compensation payable to Vendor under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Vendor's assigned personnel. Any third party persons employed by Vendor shall be entirely and exclusively under the direction, supervision, and control of Vendor. Vendor hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

6. Interest of Vendor. Vendor, (and principals, associates and professional employees of Vendor) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Vendor's services hereunder. Vendor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

7. Professional Ability of Vendor. City has relied upon the professional training and ability of Vendor to provide the product(s) hereunder as a material inducement to enter into this Agreement. Vendor shall therefore provide

properly skilled professional and technical personnel to perform all tasks related to delivery of the product(s), etc. as set forth in **Exhibit A**.

8. Compliance with Laws. Vendor shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Vendor shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments.

9. Licenses. Vendor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Vendor to engage in this Agreement. Vendor represents and warrants to City that Vendor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Vendor. Vendor shall maintain a City of South Lake Tahoe business license at all times during this Agreement. Vendor acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

10. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

11. Indemnity. Vendor hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Vendor's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Vendor agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Vendor's negligent acts, errors, omissions, regarding this Agreement, the Vendor's work under this Agreement, or the Vendor's Scope of Work.

    City does not, and shall not, waive any rights against Vendor which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Vendor, of any of the insurance policies hereinafter set forth.

12. Warranty. Vendor will provide warranty language.

13. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Vendor:

Provide a copy to:

14. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Vendor. Assignments of any or all rights, duties or obligations of the Vendor under this Agreement will be permitted only with the express consent of City. Vendor shall not subcontract any portion of the Agreement without the written authorization of City. If City consents to such subcontract, Vendor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of

any monies due to any such subcontractor other than as otherwise required by law.

15. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

16. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

17. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

18. Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any Vendor or person, other than the independent contractors hired in accordance with Vendor's standard business practice, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any Vendor or person, other than a bona fide employee working solely for Vendor or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Vendor and City and approved as to form by the City Attorney.

20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

21. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Vendor. All prior written and oral

communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

22. Time is of the Essence. Time is of the essence for this Agreement.
23. Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE: VENDOR:

By_____ By _____

Mayor Name, Title

Date _____ Date _____

Business License # _____

APPROVED AS TO FORM:

By_____ Date _____

City Attorney

ATTEST:

By_____ Date _____

City Clerk

Attachments:

Exhibit A – Description of Goods/Materials/Products

Exhibit B – Compensation
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

Description of Goods/Materials/Products

Remittance Address:
4010 Foothills Blvd, Ste 103 PMB205
Roseville, CA 95747

cadence.TEAM

Phone: 844.934.8326
Fax: 844.923.5878
www.cadence.team

Company:	City of South Lake Tahoe	Date:	9/8/2025	Expiration:	9/30/2025
Attn:	Gabe Raab	Shipping Method:	GROUND	Sales Rep:	Jeremy_Caudill
Project:	New Rec Center - PA460 Option	Est. Delivery:	TBD	Direct:	916.710.8264
Contract #:	NASPO AR3228	Terms:	NET30	Email:	jeremy@cadence.team

Part Number	Description	Qty.	List Price	Unit Price	Extended	Tx	Disc %
Switch - MDF							
R8Q71A	HPE Aruba Networking 6200M 36G 12SR5 Class6 PoE 4SFP+ Switch	2	$15,499.00	$7,749.50	$15,499.00	T	50%
JL086A	HPE Aruba Networking X372 54VDC 680W 100–240VAC Power Supply	4	$1,022.00	$511.00	$2,044.00	T	50%
J9281D	HPE Aruba Networking 10G SFP+ to SFP+ 1m Direct Attach Copper Cable (J9281D 2 x stacking and 2x firewall	4	$164.00	$82.00	$328.00	T	50%
J9150D	HPE Aruba Networking 10G SFP+ LC SR 300m MMF Transceiver	2	$1,454.00	$727.00	$1,454.00	T	50%
Switch- IDF 1st Floor							
R8Q71A	HPE Aruba Networking 6200M 36G 12SR5 Class6 PoE 4SFP+ Switch	1	$15,499.00	$7,749.50	$7,749.50	T	50%
JL086A	HPE Aruba Networking X372 54VDC 680W 100–240VAC Power Supply	2	$1,022.00	$511.00	$1,022.00	T	50%
J9150D	HPE Aruba Networking 10G SFP+ LC SR 300m MMF Transceiver	1	$1,454.00	$727.00	$727.00	T	50%
Switch- IDF 2nd Floor							
R8Q71A	HPE Aruba Networking 6200M 36G 12SR5 Class6 PoE 4SFP+ Switch	1	$15,499.00	$7,749.50	$7,749.50	T	50%
JL086A	HPE Aruba Networking X372 54VDC 680W 100–240VAC Power Supply	2	$1,022.00	$511.00	$1,022.00	T	50%
J9150D	HPE Aruba Networking 10G SFP+ LC SR 300m MMF Transceiver	1	$1,454.00	$727.00	$727.00	T	50%
Wireless							
R7J28A	HPE Aruba Networking AP-635 (US) Tri-radio 2x2:2 802.11ax Wi-Fi 6E Internal Antennas Campus AP	10	$1,395.00	$697.50	$6,975.00	T	50%
S0J40A	HPE Aruba Networking AP-MNTMP10-U	1	$545.00	$272.50	$272.50	T	50%
S0P50A	HPE Aruba Networking AP-675 (US) Tri Radio 2x2 Wi-Fi 6E Internal Omni-Directional Outdoor AP	5	$3,295.00	$1,647.50	$8,237.50	T	50%
JW053A	AP-270-MNT-V2 270 Series Mt Kit	5	$154.00	$77.00	$385.00	T	50%
Aruba Central							
Q9Y75AAE	HPE Aruba Networking Central Switch 6200/29xx Foundation 5-Year Subscription E-STU	4	$1,490.00	$745.00	$2,980.00	N	50%
Q9Y60AAE	HPE Aruba Networking Central AP Foundational 5-year Subscription E-STU	15	$505.00	$277.75	$4,166.25	N	45%
Firewall							
PAN-PA-460	Palo Alto Networks PA-460	1	$5,025.00	$4,020.00	$4,020.00	T	20%
PAN-PA-400-RACKTRAY	Rack mountable tray for up to two PA-400s and 4 power adapter	1	$210.00	$178.50	$178.50	T	15%
PAN-SVC-PREM-460-5YR	PA-460, Premium support, 5 years (60 months), term.	1	$4,996.00	$4,746.20	$4,746.20	N	5%
PAN-PA-460-BND-CORESEC-5YR	PA-460, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 5 years (60 months) term	1	$14,275.00	$12,133.75	$12,133.75	N	15%
Server							
P71686-005	HPE DL360 G11 4510 64G MR408I-O 8SFF SVR PL-78	1	$6,705.00	$4,358.25	$4,358.25	T	35%
P40499-B21	HPE 1.92TB SATA RI SFFBC MV SSD PL- SI	4	$2,962.00	$1,629.10	$6,516.40	T	45%
BD505A	HPE ILO ADV 1-SVR LIC 3YR SUP NO DEAL REG PL=4U	1	$469.00	$257.95	$257.95	T	45%
HW2P7E	HPE 5Y TC ESS ILO ADV NON BL SVC PL-K3	1	$67.00	$36.85	$36.85	N	45%
H44ZCE	HPE 5YTCBAS DL360G11 SMART CHOICE SVC PL-96	1	$1,311.00	$721.05	$721.05	N	45%
INTG-MLSVCSV1-HB8986	SERVER/BLADE -1-5 HW 1-99 SERVER/BLADE	1	$97.00	$0.00	$0.00	N	100%
UPS - IDFs							
SRT1500RMXLA	SMART UPS SRT 1500VA RM 120V 120V5-15P 6OUT 5-15R	2	$2,505.00	$1,503.00	$3,006.00	N	40%
WBEXTWAR3YR-SP-04	3YR EXTENDED WARRANTY 24X7	2	$486.00	$340.20	$680.40	N	30%
AP9640	UPS NETWORK MANAGEMENT CARD WITH POWERCHUTE NETWORK SHUTDOWN	2	$538.00	$376.60	$753.20	N	30%

UPS - MDF							
SRT5KRMXLT	SMARTUPS SRT 5000VA RM 208V	1	$10,225.00	$6,135.00	$6,135.00	N	40%
WBEXTWAR3YR-SP-06	3YR EXTENDED WARRANTY	1	$1,885.00	$1,319.50	$1,319.50	N	30%
AP7540	BASIC PDU 208V 20A 0U RM 20XC13 4XC19	1	$564.00	$394.80	$394.80	N	30%
Professional Services							
I-1-OST	Cadence Team - On-site Installation and Configuration	1	$5,000.00	$5,000.00	$5,000.00	N	0%

Taxable:	$69,523.10
Non Taxable:	$42,073.00
Tax:	$6,083.27
Credit:	$0.00
Freight:	$0.00
Total:	$117,679.37
Tax Rate:	8.750%

Terms and Conditions

Warranty:	NA
Maintenance:	NA
Terms:	No Returns
Equipment:	All orders invoice upon receipt of purchase order

Customer Signature authorizes Cadence Team to process the order in place of a purchase order. Prices are subject to change after the expiration date of the quote.

Customer Signature: _____

Print: _____

Title: _____

Date: _____

EXHIBIT B

COMPENSATION

- **Total compensation not to exceed $130,000**
- **Include all taxes, shipping, handling, fees and discounts**

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Vendor shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Vendor:
Name, Title

By:_____

Contract #: AR3228

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Hewlett Packard Enterprise Company
Name

14231 Tandem Blvd.
Street Address

Austin	TX	78728
City	*State*	*Zip*

Vendor # VC195597 Commodity Code #: 920-05 Legal Status of Contractor: Corporation

Contact *Name:* Nancy Schwarz *Phone Number:* 480-636-0267 *Email:* nancy.schwarz@hpe.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.

3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work..

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001

5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.

6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions
ATTACHMENT B: Scope Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: State and Local Government and Education Customer Return Policy; EULA

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Chris Backs
Chris Backs (Jul 31, 2019)

Jul 31, 2019

Contractor's signature — Date

Chris Backs — Contract Negotiator

Type or Print Name and Title

DIVISION OF PURCHASING

Jul 31, 2019

Director, Division of Purchasing — Date

Note: sections negotiated 2, 8, 13, 14, 15, 16, 17, 18, 19, 20, 24, 25, 28, 29, 30, 32, 34, 35, 36, 39, 42, 45, 46, 47, 48, 49, 50, and 51.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement, including a Service Level Agreement;
(4) The Solicitation; and
(5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to

access the Non-Public Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which permanently reside on a computing device.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and

receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products. The accepted order may include any supporting materials which the parties identify as incorporated either by attachment or reference ("Supporting Materials"). Supporting Materials may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, supplementary terms, policies, and statements of work (SOWs), published warranties and service level agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments;

Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale**. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media

containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the

request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the

Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The service description or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered;
(7) The Master Agreement identifier; and
(8) Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Maintenance agreements may have terms as prescribed in section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by

the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be delivery to Order "ship to location" which may be a loading dock, front lobby, or reception area, unless otherwise agreed specific delivery instructions are noted on the order form or Purchase Order. In the event insider delivery is agreed upon in the Order, any damage to the building interior, scratched walls, damage to the freight elevator, etc., directly cause by Contractor will be the responsibility of the Contractor. If such damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

Participating Entity is responsible for complying with applicable laws and regulations, including but not limited to, obtaining any required export or import authorizations if Purchasing Entity exports, imports or otherwise transfers products or deliverables provided under this Master Agreement.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Acceptance of Products occurs upon delivery, and applies to all Product(s) (hardware and software) purchased under this Master Agreement, including any additional, replacement or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity.

c. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other

authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use, with repair or replacement subject to manufacturer's warranty. Return of Product is subject to the HPE State and Local Government and Education Customer Return Policy.

d. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

e. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice.

18. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of significant defects in material and workmanship. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential

purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

Product performance. All HPE-branded hardware products are covered by HPE's limited warranty statements that are provided with the Products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HPE installation, or (where Customer delays HPE installation) at the latest 30 days from the date of delivery. Non-HPE branded products receive warranty coverage as provided by the relevant third party supplier.

Software performance. HPE warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HPE warranties for software product will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HPE does not warrant that the operation of software products will be uninterrupted or error free or that software products will operate in hardware and software combinations other than as authorized by HPE in Supporting Material.

Services performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HPE will re-perform any service that fails to meet this standard.

Services with Deliverables. If Supporting Material for services define specific deliverables, HPE warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HPE of such a non-conformity during the 30 day period, HPE will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HPE.

Product Warranty Claims. When Contractor receives a valid warranty claim for an HPE hardware or software product, HPE will either repair the relevant defect or replace the product. If HPE is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HPE (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HPE will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HPE.

Eligibility. HPE's service, support and warranty commitments do not cover claims resulting from:

1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;

2. Modifications or improper system maintenance or calibration not performed by HPE or authorized by HPE;
3. failure or functional limitations of any non-HPE software or product impacting systems receiving HPE support or service;
4. malware (e.g. virus, worm, etc.) not introduced by HPE; or
5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HPE's control.

Remedies. This Agreement states all remedies for warranty claims. To the extent permitted by law, HPE disclaims all other warranties.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, subject to Contractor's approval, the Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee, unless otherwise specified by Contractor.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce for Purchasing Entity's own use, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to owner and 3rd party rights in the Pre-existing Intellectual Property.

21. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.
Contractor shall not collect, access, or use user-specific Purchasing Entity Data except

as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

23. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

24. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API, unless otherwise subject to license restrictions and fees. No transfer of ownership of any intellectual property will occur under this Master Agreement. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered Services. If deliverables are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

25. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075, as identified in the Order. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine what data the Contractor will hold, store, or process and determine whether the security provided meets the Purchasing Entity's legal obligations. The Contractor must document the Data Categorization in the SLA or Statement of Work or Order. Contractor is not responsible for viruses or malware introduced by Purchasing Entity or an end user. Purchasing Entity may not use the Services in ways that would impose additional regulatory or other legal obligations on Contractor unless the parties have expressly agreed to do so in writing.

26. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be

subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

27. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, and other service agreements, shall not be considered as "new."

General Provisions

28. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of $1 million per occurrence/$3 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums and any deductibles on all insurance policies.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a

written endorsement to the Contractor's general liability insurance policy documentary evidence that (1) includes the Participating States identified in the Request for Proposal as additional insureds, which may be met through the use of a "blanket" insured endorsement (, and (2) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation

in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor will be advised thirty (30) days prior written notice of each audit. The parties will work together in good faith to establish an audit process that does not interfere with Contractor's ability to perform its obligations under this Master Agreement or any other agreement, or compromise any reasonable security processes or procedures. Contractor will provide the auditor with information reasonably required to effect the audit, provided however that Contractor reserves the right to impose limitation or require additional assurances from Participating Entity and its auditor as may be necessary to protect the Confidential Information of Contractor. In no event will Contractor be required to provide Participating Entity or its auditor with access to Contractor's internal costs and resource utilization data, or data related to employees or other customers of Contractor.

30. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of this Master Agreement, be exposed to or acquire information that is confidential to the other party, including Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential that is disclosed or otherwise made available in the performance of this Master Agreement by either party to the other party, including by a Participating Entity or Purchasing Entity, but not limited to (1) any Purchasing Entity's records, (2) personnel records, (3) information concerning individuals(4) technology, research and development information, Products and Software, and (5) trade secrets and other information which are competitive in nature is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the disclosing party without the obligation of confidentiality, (5) is disclosed with the written consent of the disclosing party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Each party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, but no less than the standard of care such party uses for its own similar confidential information, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed

under this Master Agreement. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Each party shall use commercially reasonable efforts to assist the disclosing party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, receiving party shall advise the disclosing party, including, as applicable the Purchasing Entity, applicable Participating Entity, and the Lead State immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with the disclosing party in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by the disclosing party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the disclosing party's request, the receiving party shall turn over to the disclosing party or destroy all documents, papers, and other matter in the receiving party's possession that embody Confidential Information. If applicable law, regulation or document retention policy prevents the receiving party from destroying or returning all or part to the Confidential Information the receiving party will maintain the security and confidentiality of all such retained Confidential Information. Notwithstanding the foregoing, the receiving party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, may cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 29. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

32. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Notwithstanding, Contractor's use of its authorized service provider(s) to facilitate on-site support is permitted under this Agreement.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

32. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

33. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

34. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination of the Master Agreement or a Participating Addendum under this provision shall not affect the rights and obligations attending Orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in

association with any Order, and requirements for records administration and audit. Termination of the Master Agreement due to Contractor default may be immediate pursuant to Section 36, Defaults and Remedies.

35. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, war, or occurrences which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

36. Defaults and Remedies

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

e. Contractor may discontinue performance if Purchasing Entity fails to pay any sum due, or if after sixty (60) days written notice Participating Entity has not cured any other failure to perform under this Master Agreement.

37. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

38. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the

Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible personal property arising from negligent or willful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the Product itself or the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this

section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

If such a claim has occurred, or in the Contractor's opinion is likely to occur, the Contractor shall either procure for the Participating Entity the right to continue using the materials or products or services or replace or modify materials or products or services to make them non-infringing. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contractor and stop using the infringing services, upon written request of the Contractor and at the Contractor's expense.

40. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

41. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or

contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

42. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action to the extent the assignment is necessary for the Participating Entity to overcome Federal or State's bar on indirect purchases.

43. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

44. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

45. Limitation of Liability

a) Except with respect to claims pursuant to Section 39.b. below, Contractor's total liability under this Agreement and Lead State, Participating Entity or Purchasing Entity's sole and exclusive remedy for any claim of any type whatsoever, arising out of Product or Service provided hereunder, shall be limited to proven direct damages caused by Contractor's sole negligence in an amount not to exceed the greater of (i) $3,000,000,; or (ii) the price paid to Contractor for the specific Service (calculated on an annual basis, when applicable) or Product from which such claim arises, for damage of any type not identified in (i) above or otherwise excluded hereunder. The limitation of liability does not apply to Contractor's obligation to indemnify for death or injury to Person(s) as identified in Section 39.a.

b) Except with respect to claims regarding violation of Contractor's intellectual property rights, neither lead State, Participating Entity, Purchasing Entity nor Contractor shall have liability for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof.

46. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted, except for those EULA terms which are attached to and incorporated and made part of this Agreement, and/or which are later agreed by the parties in a mutually executed amendment to this Agreement. Contractor may make changes in its operations and Policies and will provide notification of such changes.

47. Adding Products: During the term of the Master Agreement, changes to the products and services offered may occur, subject to Lead State approval. The Contractor shall evaluate and recommend products and services consistent with its awarded Master Agreement to be added to the product and services offerings available through the Master Agreement.

The ability to add new equipment and services is for the convenience and benefit of NASPO, the Participating States, and all Purchasing Entities. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and items will expedite the delivery and implementation of new technology solutions for the benefit of the Purchasing Entities.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, a Purchasing Entity or NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services,

software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the awarded categories of the RFP.

As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded services categories.

48. Suspension of Services: Contractor may suspend provision of Services to Purchasing Entity in the following limited circumstances: (i) HPE reasonably believes the Services are, have been, or will be used in violation of the Master Agreement; (ii) HPE reasonably believes suspension is necessary to protect HPE's network, systems, operations or other users; or (iii) suspension is required by law. If Contractor suspends the Services, the parties will cooperate to identify and rectify any issues so that Services may be restored as soon as reasonably possible.

49. Change Orders. Purchasing Entity requests to change the scope of services or products, on a per-Order basis, will require a change order signed by the Purchasing Entity and the Contractor.

50. European Personal Data. If Purchasing Entity reasonably anticipates or discovers that its use of the Services will involve storage or processing of PII from the European Economic Area ("EEA") or Switzerland, Purchasing Entity will so inform Contractor, and provide whatever information Contractor reasonably requests related to that storage or processing. Upon Purchasing Entity's request, Contractor will enter into (or cause its Affiliates to enter into) EU Model Contract(s) with appendices (including technical and organizational security measures) in the form from time to time used by Contractor and its Affiliates (and available to Purchasing Entity upon request). Purchasing Entity appoints Contractor as its agent to execute EU Model Contracts on Purchasing Entity's behalf.

51. Global Trade Compliance. Imports, exports and other transfers of data or software stored, used or processed using the Services or related infrastructure are Purchasing Entity's sole responsibility, and Purchasing Entity will obtain any authorizations that may be required. Purchasing Entity will not use, distribute, transfer, or transmit any products, software or technical information (even if incorporated into other products) in violation of applicable export laws and regulations. In particular, Purchasing Entity, and any third party authorized by Purchasing Entity, may not, in violation of applicable laws and regulations, transfer, or authorize the transfer, of any Services into U.S. embargoed countries or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List of proliferation concern, or the U.S. State Department's Debarred Parties List.

eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data no more than once per 30 days to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update no more than once per 30 days to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or

amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year (see required Price Guarantee Period section 11). The following conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required each calendar month of the month and shall go into effect in the eMarket Center on as approved by the Lead State contract administrator.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

(December 2017)

Attachment B – Scope Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.2: NETWORKING

1.2.1 Network Application Services.

Application networking solutions and technologies that enable the successful and secure delivery of applications to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

1.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

1.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2 Networking Software.

Software that runs on a server, or within the Cloud, and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow

transfer of data among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2.1 Network Management and Automation — Software products and solutions for network automation, cloud computing, and IT systems management.

1.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

1.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

1.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, and WAN performance monitoring.

1.2.3 Network Optimization and Acceleration.

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

1.2.3.1 Data Analytics — Appliance for improving network management by more effectively factoring in issues related to congestion, such as utilization, service consumption and routing. Provides real-time insights into network traffic to determine the value of different portions of that traffic.

1.2.3.2 Dynamic Load Balancing (Network Traffic Management) — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

1.2.3.3 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

1.2.3.4 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

1.2.4 Optical Networking.

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

1.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

1.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

1.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

1.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE

1.3.1 Routers.

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

1.3.1.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

1.3.1.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

1.3.1.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

1.3.2 Security.

1.3.2.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

1.3.2.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a

switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

1.3.3.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4 : Switches.

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
    a. SSHv2 (Secure Shell Version 2)
    b. 802.1X (Port Based Network Access Control)
    c. Port Security
    d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. Netflow Support (Optional).

1.3.4.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans

- Security
    - SSHv2
    - MacSec encryption
    - Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- Netflow Support.

1.3.4.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member

- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — **Controllers** - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
    - Per VLAN Spanning Tree
    - Rapid Spanning Tree
    - VLAN IDs up to 4096
    - Layer 2 Class of Service (IEEE 802.1p)
    - Link Aggregation Control Protocol (LACP)
    - QinQ (IEEE 802.1ad)

1.3.4.9 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

Category 1.4: WIRELESS.

Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

1.4.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

1.4.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

1.4.3 Wireless LAN Controllers — An onsite or offsite solution utilized to manage Light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel
- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

1.4.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

1.4.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

1.4.6 Mobile Device Management (MDM) — MDM technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

II. Value Added Services

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

a. Deployment Services
    i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
    ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
    iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.
f. Testing Services – Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

2.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

a. Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Partners/ Resellers. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

2.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

III. Product Line Additions

During the contract term Contractor may submit a request to update product catalog that falls within the scope listed in herein this Attachment B as new technology is introduced, updated or removed from the market. Lead State will evaluate requests and update the contract offering as appropriate. New product additions must utilize the same pricing structure as was used for services falling into the same service category.

A. Minimum Discount %

The Minimum Discount % off List shall be firm fixed for the duration of the contract. However, the list prices may fluctuate through the life of the contract, as provided within Attachment A. Contractor may offer increased discounts upon achievement of contract volume milestones. Minimum guaranteed contract discounts do not preclude Contractor and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion. Purchasing entities shall benefit from any promotional pricing offered by the Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

Attachment C - Pricing Discounts and Value Added Services

Contractor ***Hewlett Packard Enterprise***

Section 1: Instructions

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.
2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.
3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.
4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Section 2: Minimum Discount % off List

Category 1.2 Networking	
Hardware and Software	34.00%
Service Packages (i.e., Maintenance, etc.)	16.00%
Category 1.3 Routers, Switches, Secuirty, and Networking Storage	
Hardware and Software	34.00%
Service Packages (i.e., Maintenance, etc.)	16.00%
Category 1.4 Wireless	
Hardware and Software	34.00%
Service Packages (i.e., Maintenance, etc.)	16.00%

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	**Job Description**	**Onsite**	**Remote**	**Onsite**	**Remote**	**Onsite**	**Remote**
Maintenance Services	HPE offers our customers a full life cycle suite of technical support from installation and startup turn-key services through hardware coverage options with monitoring and call home functionality.	See Note 1					
Professional Services	HPE Network Consulting has more than 40 years of experience with multivendor network equipment through an expansive delivery organization of expert network consultants. HPE Network Consulting has assisted both enterprise and service provider customers to plan, design, integrate, and deploy highly complex network infrastructures.	See Note 2					
Deployment Services	HPE can get customers new environments up and running quickly by engaging these services, which coordinate the end-to-end integration and deployment of your network implementation. HPE can bring your network online, add new connections to an existing network, or guide your transition to a converged network environment while scaling the solution to fit your requirements.	See Note 2					
Consulting Advisory Services	Services Include:Assessment of your end-to-end environment readiness, Gap analysis and program planning, Security assessments and Recommendations/roadmap	See Note 2					
Architectural Design Services	HPE Network Consulting lifecycle services consist of: Network Strategy and Planning Services and Network Architecture and Design Services	See Note 2					
Statement of Work Services	HPE offers a broad portfolio of services that includes customer support, consulting and integration, outsourcing services, and education. HPE can enter at any point of the engagement lifecycle, to design, build, integrate, manage and evolve a solution tailored to address the State's specific business requirements.	See Note 2					

Attachment C - Pricing Discounts and Value Added Services

Contractor ***Hewlett Packard Enterprise***

Remote Management Services	Access personalized dashboard to monitor device health, events, and support status anytime, anywhere. View and manage all devices in the IT environment, as well as associated support contracts, warranties, and service credits by device. Monitor auto generated hardware events and support cases	See Note 2
Training Deployment Services	HPE has listed our training offerings as SKUs in the Solicitation SK18001 HPE - Detailed Product Offering Worksheet	See Note 3
Partner Services	HPE will only put services SKUs on the contract that HPE or authorized resellers are able to deliver. In most cases, the partner / reseller will take the order and then decide to allow HPE to deliver the service or deliver the service themselves. HPE has a process that allows our resellers to become authorized providers of HPE services. In these cases, the partner still uses the HPE services SKUs that we have listed.	See Note 4

Note 1. HPE does not typically bill for maintenance services on a Time & Materials basis; rather our customers sign up for maintenance services. Therefore we do not publish hourly rates for maintenance. HPE has provided SKU numbers in the Solicitation SK18001 HPE - Detailed Product Offering Worksheet.

Note 2. HPE has provided two SKUs for Professional Services in the Solicitation SK18001 HPE - Detailed Product Offering Worksheet. If our customers would like to engage HPE for customized services, we will respond with a Statement of Work specific to the request. Every Statement of Work and its required levels of service (skill set required to deliver) is unique. For this reason, we have included a blended rate for 8 hours of remotely delivered services and 40 hours of onsite service which are used quite frequently. HPE does not publish hourly rates; we provide quotes based on customer needs.

Note 3. HPE has provided SKU numbers in the Solicitation SK18001 HPE - Detailed Product Offering Worksheet. HPE does not charge for training by the hour.

Note 4. Partners' rates vary by geography, and like HPE, by level of service required. Partners may sell HPE SKUs for 8 hour and 40 hours of work at the blended rate and pass this to HPE or deliver it themselves. As such, it is difficult to publish a rate card for our partners, especially since we have such an extensive network of partners around the country.

Hewlett Packard Enterprise

State and Local Government and Education Customer Return Policy

Coverage: These guidelines apply only to returns initiated by State and Local Government or Education customers purchasing HPE/Aruba branded product direct from Hewlett Packard Enterprise Company ("HPE") or a customer purchase under one of HPE's State and Local Government or Education direct contracts. A direct contract is defined as a contract by and between HPE and a State, Local or Education end user. This return policy does not apply to purchases by end user through HPE resellers under separate contract; loaners; early marketing units or employee purchases administered as internal HPE orders.

Products Not Eligible:

Customized Products: Products that are customized and not otherwise marketable by HPE (e.g., products specifically designed for a particular customer that cannot be sold to another customer).

Refurbished products: HPE branded product

Consumable products: Separately packaged HPE branded software cannot be returned to Hewlett Packard Enterprise.

Third Party Options: Where returns are otherwise governed by the original manufacturer - Note: The original manufacturer may provide their own warranties. The return guidelines should be confirmed with the customer support representative when requesting a Return Material Authorization ("RMA").

Product not purchased direct from HPE: Which means product purchased from another source, such as a reseller, distributor, etc., under a separate contract between end user and reseller.

RETURN OF PRODUCTS

Defective Product:

For product that is defective on arrival, it is recommended that customers call Technical Support at 1-844-806-3425 to determine if the product can be corrected. Or, the customer may utilize the 30 day goodwill return policy. Also the customer may contact the HPE North America Customer Care Team via email: VALOM-US-SLED@HPE.COM, to report product that was defective on arrival and obtain warranty service for HPE Product, or obtain contact information for warranty services provided by other manufacturers.

Carrier Related Loss or Damaged Shipments:

Customers should note damages or shortages on the Bill Of Lading at the time of delivery. Within a reasonable time or not later than 30 days from delivery, notify the HPE Customer Care Team and provide a copy of the Bill of Lading/Packing Slip.

Concealed damage(s) or shortage(s), where the box is in good condition but product is missing or damaged, is an exception and should be reported as soon as practicable after delivery in order for HPE to establish the claim with the carrier.

HPE is committed to customer satisfaction and values our relationship with State and Local Government and Education Customer. To show our commitment, HPE is providing a goodwill right to return, or exchange unused products within 30 days from receipt of the product. HPE does not charge a restocking or handling fee for product returned within 30 days. It's at HPE's sole discretion to accept return products after 30-days. If a product return is accepted after 30-days a restocking fee may apply.

Procedures for Returns:

The State or Local Government and Education Customer should contact the assigned Customer Service Representative (CSR) via email: VALAM-US-SLED@HPE.COM, to coordinate returns or replacements within 30 days from delivery of product. At that time a case number will be assigned to the request while HPE validates it and proceeds (24 -48 hours). Once a Return Material Authorization is approved, the Care Agent will submit an e-claim and an RMA number is assigned to it. This e-claim triggers a return label with HPE selected carrier (usually CEVA) and CEVA sends out a questionnaire to the customer that needs to be responded no later than 7 calendar days. Once the carrier receives the questionnaire, pick up should be scheduled for the returning material no later than 30 calendar days from the date of the request. The Customer Care Team Representative will assist the Customer on any other details or specifics regarding returns, credits and refunds.

Hewlett Packard Enterprise reserves the right to refuse any return that does not meet the requirements stated below:

Package - Product must be returned in the original shipping packaging. In the event the packaging is not available or unusable, it must be noted when requesting an RMA.

If possible, remove all mailing labels on the outside of the box that references the customer address or simply mark out the mailing labels address with a marker. The customer will either receive a mailing label via email that should be attached to the return products and/or will be provided a label by the carrier. Be sure to mark your RMA number on the box.

If product for more than one RMA is being returned in the same box, make sure that all RMA numbers are listed on both the mailing label and packing list. If products are received at the Returns Center without valid RMA numbers on the mailing label, your credit may be delayed and proof of delivery or other supporting documentation may be required.

The RMA number(s) must appear clearly on the box, as returns will not be accepted without an RMA number.

Returns must be 100% complete, unused, in original and re-salable condition, with all original packaging, manuals, registration card(s), software, cabling and accessories. If, after the product has been returned and inspected, it is discovered that components are missing from the return, HPE reserves the right not to issue a credit for the return of the missing components. If it is determined that there are missing components when the product is returned, and the customer has received a credit, the customer may be issued an invoice for the missing component. Missing components may include but are not limited to keyboard, mouse, software, speakers, accessories, drives, memory, microprocessors, and processor boards.

RMA numbers that have been open for greater than thirty (30) days may be cancelled and the customer subsequently invoiced for the unreturned product. Another RMA can be requested as long as it is within the 30 days of receipt of the product. Please note that all returned products must be credited against the account and order from which the product was originally invoiced.

All products must be returned to the address provided by the HPE Customer Service Representative via email or by the carrier:

Hewlett Packard Enterprise Returns
c/o Alorica
423 New Sanford Road
Dock door 29
LaVergne, TN 37086
RMA XXXXXXXX

End User License Agreement ("EULA") - HPE NASPO ValuePoint Data Communications

Contract #[insert]

1. Applicability. This end user license agreement (the "Agreement") governs the use of accompanying software, unless it is subject to a separate agreement between you and Hewlett Packard Enterprise Company and its subsidiaries ("HPE").

2. Terms. This Agreement includes supporting material accompanying the software or referenced by HPE, which may be software license information, additional license authorizations, software specifications, published warranties, supplier terms, open source software licenses and similar content ("Supporting Material").

3. Electronic Delivery. HPE may elect to deliver software and related software product or license information by electronic transmission or download.

4. License Grant. If you abide by this Agreement, HPE grants you a non-exclusive, non-transferable license to use one copy of the version or release of the accompanying software for your internal purposes only, and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HPE branded software, the third party's license terms will govern its use. Your use is subject to the following restrictions, unless specifically allowed in Supporting Material:

- You may not use software to provide services to third parties.
- You may not make copies and distribute, resell or sublicense software to third parties.
- You may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license does not automatically give you a right to receive such updates and HPE reserves the right to make such updates only available to customers with support contracts.
- You may not copy software or make it available on a public or external distributed network.
- You may not allow access on an intranet unless it is restricted to authorized users.
- You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
- You may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform HPE in writing about such modifications.

5. Software Usage. Some software may require keys or other technical protection measures for access and HPE may monitor your compliance with the Agreement, remotely or otherwise.

6. 90-day Limited Warranty. Subject to the Master Agreement, HPE warrants that HPE-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HPE within 90 days of delivery of non-conformance to this warranty, HPE will replace your copy.

HPE does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by HPE in Supporting Material.

7. Termination. This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to HPE. You may keep one copy of software and documentation for archival purposes. We may ask you to certify in writing you have complied with this section.

8. General.

a. Transfer. You may not assign Software without prior written consent of HPE, payment of transfer fees and compliance with HPE's software license transfer policies. Authorized assignments will terminate your license to the software and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement. You may only transfer firmware if you transfer associated hardware.

b. Audit. HPE may audit you for compliance with the software license terms. Upon reasonable notice, HPE may conduct an audit during normal business hours (with the auditor's costs being at HPE's expense).

c. Open Source Components. To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send HPE written notice, HPE will send you a copy of the source code for a reasonable fee.

9. SaaS Provisions.

a. HPE Software-as-a-Service (HPE SaaS) Right of Use. For the duration specified in the Order, you may access and use HPE SaaS in accordance with Supporting Material and this Agreement. HPE may suspend your access to HPE SaaS where you provide false information when ordering, breach this Agreement, or use or attempt to use HPE SaaS in violation of law. You remains responsible for applicable fees through the date of suspension or termination. As long as HPE does not materially degrade the functionality of HPE SaaS: (i) HPE may modify the systems and environment used to provide HPE SaaS; and (ii) HPE may make any changes to HPE SaaS that it deems necessary or useful to maintain or enhance the quality or delivery of HPE’s services to its customers, the competitive strength of or market for HPE’s services, or HPE SaaS’ cost efficiency or performance.

b. Usage Restrictions. You may only access HPE SaaS for its internal business purposes and not use for commercialization unless expressly permitted by Supporting Materials. You are responsible for any use of HPE SaaS through your credentials. Should you believe that there has been unauthorized use of your account, you must promptly notify HPE. You will not: (i) exceed any usage limitations identified in the Supporting Material; (ii) except to the extent expressly permitted in Supporting Material, sell, resell, license, sublicense, lease, rent, or distribute HPE SaaS or include HPE SaaS in other outsourcing offerings, or make any portion of HPE SaaS available for the benefit of any third party; (iii) copy or reproduce any portion of HPE SaaS; (iv) interfere with or disrupt the integrity or performance of HPE SaaS; (v) use HPE SaaS to send or store data that is obscene, offensive, libelous, tortuous or otherwise unlawful, violates any third party’s privacy rights, or infringes upon or misappropriates intellectual property rights; (vi) use HPE SaaS to disrupt or cause harm to a third party’s system or environment or evade filters; (vii) access HPE SaaS to build a competitive product or service; or (viii) reverse engineer HPE SaaS; (ix) disclose any information relating to the performance or operation of the HPE SaaS (including any benchmarking or other testing results) to any third party without the express prior written consent of HPE unless otherwise required by law; or (x) engage a third party to perform security testing on the HPE SaaS unless that third party enters into a written non-disclosure agreement directly with HPE. You will cooperate with HPE’s investigation of your compliance with the SaaS usage restrictions. You are responsible for complying with all terms of use for any software, content, service, or website you load, create, or access when using HPE SaaS.

c. Data. You are solely responsible for the content created or placed into a HPE-provided system during your use of the HPE-provided system (“Customer-provided Data”). You will remain the sole and exclusive owner of all Customer-provided Data. You grant HPE the necessary rights to Customer-provided Data to allow HPE to use Customer-provided Data as necessary to provide such HPE-provided system, technical support, or as otherwise required by law.

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 4

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3228

Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

1) **Section 21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted and replaced with the following:

21 GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

DEFINITIONS:
For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of the IT General Provisions (rev. 09/05/2014)

Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).

GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).

Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.

Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivate works of a Prompt or collection of Prompts.

GENAI DISCLOSURE OBLIGATIONS:

Disclosure Obligations:

a) Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
b) Such notification shall be provided to the State designee identified in this Contract.
c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

Failure to Disclose or Discontinue GenAI Use: The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 23 (Termination for Default) of the IT General Provisions (rev. 09/05/2014)

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Hewlett Packard Enterprise Company
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2025.05.13 11:36:30 -07'00' 5/13/2025	Nicole Hadley 04/29/2025
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Nicole Hadley/Contract Negotiator
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	1701 East Mossy Oaks Road Spring, TX 77389
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 3

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3228

Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

1) **Section 21. GENERATIVE ARTIFIFICAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

21.GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the DGS State Contract Administrator.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		Hewlett Packard Enterprise Company	
Agency Name		*Contractor Name*	
Julie Matthews Digitally signed by Julie Matthews -07'00'	10/25/2024	Debra Laird	**8/20/2024**
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Julie Matthews, MAU2 Supervisor		Debra Laird, Manager, Contract Negotiations	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		1701 East Mossy Oaks Road Spring, TX 77389	
Address		*Address*	

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 2

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3228

Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

1) Agreement is extended from September 30, 2024, to September 30, 2026. **Section 2. TERM, subparagraph A** is revised to read as follows:

   A. The term of this ParticipatinfJ Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end September 30, 2026, or upon termination by the State, whichever occurs first.

2) **Section 16. CONTRACT MANAGEMENT** is revised to read as follows:

   A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	**Contract Manager**
Name:	Nancy Schwarz
Phone:	(480) 636-0267
Email	Nancy.Schwarz@hpe.com
Address:	Hewlett Packard Enterprise Company 1701 East Mossy Oaks Road Spring, TX 77389

   B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	**Contract Administrator**
Name:	Katelynne Leisenring
Phone:	(279) 946-8129
Email:	Katelynne.Leisenring@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

3) **Section 20. EXECUTIVE ORDER N-6-22** - **RUSSIA SANCTIONS** is hereby added to read as follows:

20. EXECUTIVE ORDER N-6-22 - **RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Hewlett Packard Enterprise Company
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews 40123102022 -07'00' 7/23/2024	Debra A Laird 4/22/2024
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Debra A. Laird, Manager, Contract Negotiations
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	1701 East Mossy Oaks Road Spring, TX 77389
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 1

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3228

Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

1) All references to Utah NASPO ValuePoint Master Agreement Number AR3288 within the Participating Addendum are revised to AR3228.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services
Agency Name

6-18-2020
Authorized Signature *Date Signed*

Patrick B. Mullen Manager MAS
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

Hewlett Packard Enterprise Company
Contractor Name

06/08/2020
Authorized Signature *Date Signed*

Chris Backes, Contracts
Printed Name/Title of Person Signing

6280 America Center Drive
San Jose, CA 95002
Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3288

Hewlett Packard Enterprise Company (Contractor)

This Participating Addendum Number 7-20-70-47-04 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Hewlett Packard Enterprise Company (hereafter referred to as "Contractor") under the lead state of Utah NASPO ValuePoint Master Agreement Number AR3288.

1. SCOPE

A. This Participating Addendum covers the purchase of Data Communications products and associated services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR3288 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end September 30, 2024, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-20-70-47-04
2) Utah NASPO ValuePoint Master Agreement Number AR3288

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service categories are listed in the Utah NASPO ValuePoint Master Agreement AR3288:

1) Category 1.2 Networking
2) Category 1.3 Routers, Switches, Security, and Storage Networking
3) Category 1.4 Wireless

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. The following product and service offerings are prohibited under this Participating Addendum.

1) Leasing

This restriction is not applicable to local governments.

B. Products and services that are available on the California Network and Telecommunications (CALNET) Program and mandatory California statewide contracts cannot be purchased from this Participating Addendum by non-exempt state agencies without an exemption.

   State agencies are responsible for contacting the California Department of Technology (CDT) for CALNET contract exemptions and the DGS Procurement Division for mandatory statewide contract exemptions in accordance with the published User Instructions prior to issuing a purchase order.

   This restriction is not applicable to local governments.

C. Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means.

   This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Data Communications 2019-2026 website.

8. AUTHORIZED RESELLERS

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

   1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

   2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

   3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

B. Contractor will be required to complete and return a Recycled-Content Certification form (https://www.calrecycle.ca.gov/contracts/forms) upon request by a state agency.

12. DELIVERY

A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

B. Free On Board (F.O.B.) Destination to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Nancy Schwarz
Phone:	(480) 636-0267
Email	Nancy.Schwarz@hpe.com
Address:	Hewlett Packard Enterprise Company 6280 America Center Drive San Jose, CA 95002

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Julie Matthews
Phone:	(916) 375-4612
Email	Julie.Matthews@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3288, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Hewlett Packard Enterprise Company
Agency Name	*Contractor Name*
5/28/2020	05/18/2020
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Stephanne Lim / MA12 Supervisor	Chris Backes, Contract Negotiator
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	6280 America Center Drive San Jose, CA 95002
Address	*Address*

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:10

Agenda Item: Amendment to Agreement for Construction Management Services with SierraCon Inc.

Executive Summary: In July 2025 based on City Staffâ€™s request for increased supervision levels at the Recreation & Aquatics Center, SierraCon allocated an additional full-time member of their staff. The original agreement negotiated and agreed upon between City & SierraCon included 4,124 hours of services provided from November of 2023 through December of 2025. Current projections through December of 2025 have SierraCon hours equaling 6,358. Staff has discussed with SierraCon to provide cost estimates for the increased time allocation required to complete the project. The weighted average $/HR previously agreed upon is $215/hr. Based on an hourly calculation; the total change order would be approximately $480,310. Instead of this amount, SierraCon has offered to extend their average monthly billing after 100% utilization â€“ bringing the total amount for this contract Amendment to $140,627.80 to provide services through December 2025.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute Amendment No. 4 to Professional Services Agreement with SierraCon Inc. for an additional $140,627.80 for a total not-to-exceed amount of $2,753,172.80 for added scope of services for the Multigenerational Recreation and Aquatics Center.

Responsible Staff Member: Ricky Riddle, Construction Manager/Facilities Program Manager

Reviewed and Approved By: John Dickinson, Interim Director of Public Works Susan Blankenship, City Clerk Olga Tikhomirova Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Amendment No. 4 Sierracon.docx
02 - Base Contract.pdf
03-Amendment1.pdf
04-Amendment2.pdf
05-Amendment3.pdf
06-Amendment 4 to Agreement with Sierracon.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: Amendment 4 to Professional Services Agreement for Construction Management Services with SierraCon Inc.

Location: 1100 Rufus Allen Boulevard, South Lake Tahoe, CA

Responsible Staff Member: Ricky Riddle, Construction Manager/Facilities Program Manager

Background: On March 16, 2021, the City Council approved an agreement with SierraCon Inc. (SierraCon) for Construction Management Services for the Multi-Generational Recreation and Commissioning Services.

The Construction Manager (CM) represents the owner's interest and provides oversight over the entire project directly for the owner. His/her mandate is to work with all parties to deliver the project on time, at or under budget, and to the owner's expected standard of quality, scope, and function. The earlier a professional construction manager is retained, the greater the benefits.

Recognizing this need and in discussion with the project team, staff begin soliciting firms' qualifications to provide construction management services through all phases (design, bid, build). Staff released a Request for Qualifications (RFQ) to the public on January 5, 2021. Five hundred and twenty-two (522) firms specializing in construction management were electronically notified. Sixty-two (62) firms registered as bidders and downloaded the RFQ documents. The Department of Public Works received electronic submittals on February 3, 2021. The City received thirteen (13) Statements of Qualifications (SOQ's).

All submittals received were distributed to the five (5) City's evaluation team members. Each one of the team members evaluated and then numerically scored each proposal based on the criteria outlined in the RFQ. The scores of all five evaluators were then added to achieve a cumulative score for each submittal and then averaged to obtain the initial review scoring, which provided a ranking. SierraCon Inc. was selected for the Pre-Construction and Bidding Phase for $791,243. The Construction phase was included in the scope of services to be determined at a later time. On March 16, 2021, the City Council approved a base contract in the amount of $791,243 for Construction Management Services with SierraCon. On July 20, 2022, the City Council approved Amendment 1 for $330,072 for additional construction management services related to the design phase of the project. On April 6, 2023, the City Council approved Amendment 2 for $323,072 for construction management services related to Phase 1 construction, bringing the total contract value to $1,444,387. On November 7, 2023, the City council approved amendment 3 for $1,168,000 for construction management services related to Phase 2 Construction bringing the total contract value to $2,612,545.

Issue and Discussion: Phase 2 construction sequence has been in progress since May 2024. Over the course of construction, SierraCon has helped to identify and resolve numerous unexpected issues pertaining to the success of the Recreation and Aquatics center.

SierraCon has provided a full-time staff member throughout the duration of the project that has assisted staff with providing the following services:

- Monitoring communication and performance of GC to identify risks of additional delays, change orders, cost overruns or potential claims and advise City accordingly.
- Review and respond to all Change Orders
- Review T&M tickets for verification
- Review and respond to new submittals, and review old submittals for completeness
- Review deferred submittal process
- Review LEED requirements process & monitor progress
- Review of RFI's
- Review Test Reports, notify City of any issues
- Issues Tracking
- Review work for T&M scope
- Manage Commissioning Agent (UNVC)
- Review Specs and Drawings as necessary for GC management
- Keep Architect on task (JKAE)
- Review of GC payment applications
- Attend weekly meetings (pre-OAC, OAC, RFI, PCO, any additional meetings as req'd)
- Provide monthly project progress reports
- Review and comment on GC's schedule updates
- Create and manage the schedule Impact Log
- Write CCDs for City signature
- Assist with FF&E RFP and Buyout
- Create List/Specifications of (FF&E) Pool Parts for Bidders
- Review on site BMPs
- QA/QC equipment installations and finishes
- Inspect onsite Heavy Machinery per Safety Protocols and tab unsafe equipment
- Review Pay Apps for % complete accuracy in reference to site progress, incl. stored materials
- Provide Quantity Take-Offs for all T&M Tickets, CEs, PCOs, and PCCOs of concern to control costs
- Continually monitor the schedule to control creep and identify delay

Starting in May of 2025, city staff in accordance with SierraCon received a delayed construction schedule from the general contractor (Roebbelen). At this time, staff requested additional assistance from SierraCon to evaluate the viability of the schedule update as well as all associated Risk's. Collaboratively, it was found that Roebbelen had potential contract deficiencies resulting in some amount of the projected schedule delay. City staff worked with SierraCon & Roebbelen to request recovery schedules, execute all submittals and deferred design elements, and incorporate approved changes into the project schedule. Given the City Staff vacancies, the volume of work, and risk of further delay, City Staff request additional assistance from SierraCon to ensure the success of the project.

In July 2025 based on City Staff's request for increased supervision levels, SierraCon allocated an additional full-time member of their staff. The original agreement negotiated and agreed upon between City & SierraCon included 4,124 hours of services provided from November of 2023 through December of 2025. Current projections through December of 2025 have SierraCon hours equaling 6,358.

Staff has discussed with SierraCon to provide cost estimates for the increased time allocation required to complete the project. The weighted average $/HR previously agreed upon is $215/hr. Based on an hourly calculation; the total change order would be approximately $480,310. Instead of this amount, SierraCon has offered to extend their average monthly billing after 100% utilization – bringing the total amount for this contract Amendment to $140,627.80 to provide services through December 2025. SierraCon's services are critical to the overall success of this project, and their willingness to provide the services of 2 full-time employees, in addition to the assistance provided by their senior staff, at the same monthly rate previously agreed upon signifies their commitment to the project and extreme professionalism.

SierraCon's original cost estimate included additional time for Post Construction Services, as well as CM efforts through February 2026. At this time staff is not recommending award of these additional funds and additional consideration will be given to these items as the project approaches completion. Staff will return at a future council meeting if necessary to recommend additional services.

The general scope of work by SierraCon is reflected above, as well as in Attachment A.

SierraCon Contract C-029-2021		
Contract Item	**Description**	**Value**
Base Contract		$791,243
Amendment 01	Scope changes due to larger facility design	$330,230
Amendment 02	CM Services Phase 1	$323,072
Amendment 03	CM Services Phase 2	$1,168,000
Total	Total Contract Value to Date	$2,612,545
Amendment 04	**Increased scope due to project delay & staffing**	**$140,627.80**

Table A – Approved Contract Change Orders affecting existing Project Contingency Appropriation

Financial Implications:

The additional services total $140,627.80. Staff recommends funding the additional services utilizing the available 5% contingency balance in the project account. The Construction contingency allocated by resolution 2023-073 with Roebbelen Contracting Inc. and by the bond proceeds reconciliation resolution 2023-086 was $3,392,555. To date, construction contingency usage has totaled $2,461,181.96 with an estimated $669,797.81 in additional pending construction change orders (final amounts are still in negotiations.)

- Original construction contingency of $3,392,555.
- Construction contingency use of $2,461,181.96 to date.
- Estimated $931,373 remaining
- Estimated $669,797.81 use through end of project, subject to change. (Including this amendment)

Environmental Considerations:
California Environmental Quality Act (CEQA) negative declaration documents for the 56 Acre Master Plan and the Recreation and Aquatics Center were approved by the State Clearing House (file #2021120206) and the Notice of Determination filed with the El Dorado County Clerk on 1/19/2022.

Policy Implications:
The project is consistent with the following Strategic Plan, General Plan, Community Plan and Recreation Plan documents:

Strategic Plan 7.1 – Recreation and Equitable Access for All

1. Complete the new Recreation and Swim Complex and in the meantime, maintain the current complex for resident use.

General Plan Policy LU-3.2: Neighborhood and Recreation Connectivity. The City shall improve connections and access to a wide range of recreational opportunities, which will improve the quality of life of residents and visitors.

General Plan Policy LU-8.1: Mountain Architectural Theme. The City shall promote the use of a "mountain" architectural theme in all new and remodeled developments. Mountain architecture features the use of pitched roofs, natural colors, and natural material such as rock and wood.

General Plan Policy LU-8.2: Native Plant Use. The City shall require the most environmentally efficient and attractive landscaping at all City-owned public buildings and encourage their use and maintenance on private property.

General Plan Policy LU-9.1: Sustainable Construction Methods. The City shall promote the use of "green" and sustainable construction in new housing units, commercial developments, and mixed-use centers.

General Plan Policy LU-11.3: Equitable Distribution of New Public Facilities and Services. The City shall plan for the equitable distribution and use of new and upgraded public facilities and services that increase and enhance the entire community's quality of life.

General Plan Policy LU-11.4: Quality of Life for all Age Groups. The City shall develop a strategy to provide amenities and facilities that support a high quality of life for all age groups.

General Plan Policy ED-1.10: Expanding Events and Entertainment Opportunities. The City shall encourage the sponsors of sporting events, festivals, parades, international competitions, and entertainment shows to hold events at public (e.g., Parks and Recreation facilities, roads, or public lands) and private facilities in South Lake Tahoe, particularly during off-season (Spring and Fall). The City shall also participate in community organizations specifically formed for this purpose (e.g., Sports Commission).

General Plan Policy PQP-8.4: Coordination with Utility Providers. The City shall coordinate with gas and electricity service providers to site and design gas and electric systems to minimize environmental, aesthetic, and safety impacts to existing and future residents.

General Plan Policy PQP-10.1: Social Activity Centers. The City shall design new community centers and other types of public facilities as social activity centers.

General Plan Policy PQP-10.2: Energy Efficiency in City Buildings and Facilities. The City shall incorporate energy efficiency standards into all City-owned.

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CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the **Sixteenth** day of **March 2021** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **SierraCon, Inc**., a California corporation ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for 3.5 years.

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3. Compensation. Compensation to be paid to Consultant shall be made monthly based on Project progress for Phase I (Preconstruction) and Phase II (Bidding) in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$791,243** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the percentage of Project progress complete, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

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

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

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and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, and such records shall be available at Consultant's address indicated from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents

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shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

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b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

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costs and expenses in connection therein), arising out of Consultant's performance of this Agreement or caused in any way by Consultant's negligence or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with the performance of work under this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

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at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

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The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:
City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to:
City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:
SierraCon, Inc. ATTN: Joe Stewart
PO Box 7171
South Lake Tahoe, CA 96158
530-545-9570
https://sierracon.biz

Provide a copy to:

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be

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permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City acknowledges that CORE Construction is an approved subcontractor.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall

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include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;
   ii. The person's or organization's policy of maintaining a drug-free workplace;
   iii. Any available counseling, rehabilitation, and employee assistance program; and
   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

   i. Will receive a copy of the Consultant's drug-free policy statement; and
   ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

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24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

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

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By _____

Tamara Wallace, Mayor

Date 3/22/2021

CONSULTANT:

By Joe Stewart

Joe Stewart, Owner

Date 3/19/2021

Business License # 009926

APPROVED AS TO FORM:

By Heather Stroud

Date 3/22/2021

Heather Stroud, City Attorney

ATTEST:

By _____

Date 3/22/2021

Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

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EXHIBIT A

SCOPE OF SERVICES

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SECTION 3 - SAMPLE SCOPE OF WORK - PRE-CONSTRUCTION PHASE:

3.1 General: The Sample Scope described herein is not intended to define all duties and tasks required. The Sample Scope of Work is intended to relay the City's general intentions regarding minimum task requirements per phase. If any services, functions or responsibilities are not specifically described in this section, but are necessary for the proper performance and execution of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. Proposer shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

3.2 Meetings: Note: Due to the COVID19 Pandemic and safe practices protocol, all meetings shall be virtual until otherwise directed.

3.2.1 Conduct weekly meeting with Owner's representatives.

3.2.2 Attend two (2) monthly project meetings with Architect and Owner for duration of pre-construction services. Review meeting minutes and related documents for completeness and accuracy. Schematic Design and Design Development Phases (pre-construction services) are estimated to be fourteen (14) months.

3.2.3 Attend up to six (6) public/stakeholder meetings for duration of pre-construction services.

3.3 General Scope of Work:

3.3.1 Maintain project schedule and advise Owner of schedule issues/concerns.

3.3.2 Monitor the development of the Design Drawings and Construction Documents and advise owner of feasibility, constructability, conflicts, constraints, and possible alternatives with respect to maintaining project budget.

3.3.3 Advise City team on proposed materiality, and finishes, site use and improvements, equipment and systems, including sustainable building elements. Propose alternatives with respect to maintaining project budget.

3.3.4 Provide recommendations on relative feasibility of construction methods required to produce project as designed and availability of materials and labor for such within the Lake Tahoe Region.

3.3.5 Advise City team on time requirements for procurement, installation, and construction of specialized architectural and mechanical elements including sustainable building components and elements as proposed in design documents. Advise City of potential long lead items that may cause construction schedule delays, provide alternatives if applicable.

3.3.6 Perform interdisciplinary reviews of the design documents and contract document submittals. Review plans and specifications for coordination and completeness. Identify construction details necessary to construct the project so as to avoid potential construction cost increases. Provide a written summary in a format acceptable to the Owner. Verify that the comments are incorporated into the contract documents if applicable.

3.3.7 Perform independent cost analysis of each of the Architects cost estimates utilizing local cost conditions calculated to mid-point of scheduled construction year of construction. At end of Design Development phase (95%) provide an independent cost estimate for construction of the entire project as designed including but not limited to all hard and soft costs required for

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commissioning of the facility utilizing local cost conditions. All preliminary, intermediate, and final cost estimates shall be used for comparative analysis against Architect's estimates and to establish project bid estimate.

3.3.8 Propose alternative designs or materials to design team on behalf of the Owner to maintain project budget/schedule, and to generally construct project as designed.

3.3.9 Advise Owner and Design Team of site logistics including but not limited to: adequacy of access, site staging, lay down area(s), heavy construction equipment placement, de-watering (if applicable), excavation protection (piling, trench protection), temporary utility tie-ins, temporary facilities, and maintaining access to open adjacent facilities etc. Provide comments to design team for incorporation into design documents and specifications if applicable.

3.3.10 Coordinate Architects development of bid package with Owner during design development. Coordinate as the Owner's representative, all submittals and reviews to/from City Planning and Building Departments for purposes of satisfying pre-bid requirements. Ensure bid documents contain all necessary federal, state and local language with respect to funding and regulatory requirements.

3.3.11 Coordinate on behalf of the Owner, the Architect's progress towards completion of the Design Development phase including all required permitting and approvals required to advertise bid.

3.3.12 Produce preliminary construction schedule based on consultant's construction management experience with similarly designed projects in the Lake Tahoe Basin including grading limitations and environmental protections.

3.3.13 Assist Owner with verifying Architect's applications for payment

3.3.14 Assist Owner with project reporting as required for grants, permitting agencies, and regulatory agencies.

END OF SECTION.

SECTION 4 - SAMPLE SCOPE OF WORK – BIDDING PHASE:

4.1 General: The Sample Scope described herein is not intended to define all duties and tasks required. The Sample Scope of Work is intended to relay the City's general intentions regarding minimum task requirements per phase. If any services, functions or responsibilities are not specifically described in this section, but are necessary for the proper performance and execution of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. Proposer shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

4.2 Meetings: Note: Due to the COVID19 Pandemic and safe practices protocol, all meetings shall be virtual until otherwise directed.

4.2.1 Meetings:

a) Attend one (1) pre-bid meeting,

b) Attend one (1) bid opening meeting,

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c) Attend up to six (6) bid evaluation meetings with Owner/Architect.

4.3 General Scope of work:

4.3.1 On behalf of Owner, review for completeness, approve and accept final bid documents from Architect and acknowledge to the Department of Public Works, the documents are acceptable for release. Verify all federal, state, and local language and documents are complete and in place.

4.3.2 Assist Owner with advertisement of bid including but not limited to: electronic notification, and local paper and trade journal notifications.

4.3.2 Act as Owner's representative in coordinating Requests for Information (RFI) from bidder to Architect along with coordination of response. Document and file all communication.

4.3.3 Coordinate with Architect, the preparation and release of addenda as may be required during bid phase. If addenda may produce an increase in construction cost; provide cost analysis and recommend adjustment to project cost estimate as required. Establish party responsibility for potential cost increase.

4.3.4 Co-conduct pre-bid meeting with Owner and Architect. Review and Comment on meeting minutes produced by Architect. Track and review all questions and answers.

4.3.5 On behalf of Owner, attend bid opening as the Owner's Representative, log all meeting info, and coordinate bidder's requests for documents with Architect if applicable.

4.3.6 On behalf of Owner, log post bid questions and requests. Receive and process to Owner any public requests for documents.

4.3.7 Evaluate Bids in coordination with Architect and Department of Public Works Staff. Create bid evaluation report. Verify project budget in relation to the three lowest and responsive bids.

4.3.8 Recommend in writing, the lowest responsive bidder to Owner. Provide analysis of bidder's submittal for use in City Council Award report.

END OF SECTION.

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EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

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SIERRA CON CORE

CITY OF SOUTH LAKE TAHOE
TAHOE RECREATION / SWIM COMPLEX
CONSTRUCTION MANAGEMENT SERVICES
SUMMARY

March 4, 2021

BASE SCOPE		
I	II	II
TOTAL	TOTAL	TOTAL
$433,668	$83,126	Step 2

BASE SCOPE TOTAL ALL PHASES
$516,794

OPTIONAL SCOPE		
I	II	II
TOTAL	TOTAL	TOTAL
$204,229	$70,220	Step 2

OPTIONAL SCOPE TOTAL ALL PHASES
$274,449

TOTAL PRECON & BIDDING
$791,244

Based on 12 months - April 2021 - March 2022

PHASE I PRECONSTRUCTION

DESCRIPTION	VALUE
Conduct Weekly O/A Meetings | Produce Minutes	$17,981
Attend Bi-Monthly O/A Project Meetings | Review Minutes	$17,460
Attend Public/Stakeholder Meetings	Included
Identify & Track Safety & Security Risks | Lead Mitigation Efforts	$13,429
Advise Team on Staging, Laydown, Protection, Temporary Req.'s	$13,429
Review Documents for Bidability/Constructability | Track Changes	$132,027
Develop Baseline Design Schedule | Provide Monthly Updates	$19,371
Advise Team on Construction Schedule Constraints	$8,179
Coordinate w/ Architect on Permitting & Agency Approvals	$10,560
Provide Milestone Deliverable Cost Estimates | Reconcile w/ ICE	$133,049
Advise Team on Value Engineering/Cost Reduction Oppertunities	$29,463
Review & Advise Owner on Architect Payment Application	NIC
Assist Owner w/ Project Reporting	$38,720
TOTAL	**$433,668**

Based on 2 months - April 2022 - May 2022

PHASE II BIDDING

DESCRIPTION	VALUE
Co-Conduct Pre-Bid Meeting | Review Minutes	$7,902
Attend Bid Opening | Log All Information	$5,049
Coordinate w/ Architect Bidders Request for Documents	$5,049
Attend Bid Evaluation Meetings | Review & Advise	$6,293
Review Bid Documents for Completeness & Accept for Release	$7,867
Assist with Bid Advertisement & Bidder Qualification	$12,622
Coordinate w/ Architect Bid RFIs	$6,311
Coordinate w/ Architect Bid Addenda	$5,360
Review RFI Responses & Addenda for Cost Impact | Advise	$6,222
Develop & Manage Bidding Phase Document Management	$12,820
Evaluate Bids w/ Team | Create Bid Evaluation Report	$5,507
Recommend in Writing Lowest, Responsive Bidder to Owner	$1,416
Provide Award Recommendation Analysis for City Council	$708
TOTAL	**$83,126**

Based on 18 months - June 2022 - November 2023

PHASE III CONSTRUCTION

DESCRIPTION	VALUE
Act as Owner's Representative | Facilitate, Document, & Advise	TBD
Develop & Manage Construction Phase Document Management	TBD
Setup & Maintain Contractor DIR Procedures	TBD
Perform Prevailing Wage Review in Accordance w/ DIR	TBD
Review & Approve Contractor Quality & Safety Procedures	TBD
Conduct Weekly O/A/C Meetings | Produce Minutes	TBD
Observe Work by GC & Subs | Notify Owner of Issues	TBD
Coordinate w/ 3rd Party Inspection & Testing Consultants	TBD
Coordinate w/ Arch. On CORs, Claims, Force Account, Pay Apps	TBD
Attend Bi-Monthly Owner Progress Meetings | Monthly Report	TBD
Review & Approve Baseline Schedule	TBD
Review & Approve Monthly Schedule Updates	TBD
Coordinate Punch List & Final Close-Out Documentation	TBD
TOTAL	**Step 2**

DESCRIPTION	VALUE
Establish Safety & Quality Requirements for Bidding Contractors	$35,022
Provide Detailed Option Study Analysis	$42,087
Coordinate Life Cycle Analysis w/ Design Team	$35,644
Develop Virtual Mockup for Contractor to Construct & Analyize	$17,378
Provide Subsurface (GPR) & Utility Locating Investigation of Site	$35,413
Develop 4D Construction Schedule	$15,640
Host Contractor Outreach Fair	$23,045
TOTAL	**$204,229**

DESCRIPTION	VALUE
Procurement of Commissioning Agent	$16,220
Procurement of 3rd Party Inspection Consultant	$15,640
Procurement of FF&E Package	$38,360
TOTAL	**$70,220**

DESCRIPTION	VALUE
Provide Monthly Drone & Laser Progress Documentation	TBD
Act as Liason w/ Unions	TBD
Provide Envelope Commissioning	TBD
Provide Change Order Detailed Review & Analysis Allowance	TBD
Provide Schedule Impact Detailed Review & Analysis Allowance	TBD
Lead Construction BIM Coordination	TBD
Provide & Integrate TRPA / SWPPP Consultant	TBD
TOTAL	**Step 2**

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EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Name, Title

By:_____
Joe Stewart, Owner

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **SierraCon/CORE** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021, this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 1** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than May, 2025. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by May 2025 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 1** by the sum of **$330,072** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$791,243** plus the additional fee of **$330,072** for an amended total fee of **$1,121,315** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: Devin Middlebrook (Jul 20, 2022 09:03 PDT) Jul 20, 2022

Devin Middlebrook, Mayor

CONSULTANT

By: Jul 20, 2022

Joe Stewart
President – SierraCon/CORE
Business License # 009926

APPROVED AS TO FORM:

Heather Stroud (Jul 20, 2022 08:55 PDT)

Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Jul 20, 2022 08:52 PDT) Jul 20, 2022

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe
Jim Marino
Capital Improvement Program and Facilities Program Manager
Department of Public Works
1740 D Street
South Lake Tahoe, CA 96150

May 25, 2022

RE: Recreation & Aquatic Center CM/PM Services Proposal

Dear Mr. Marino,

SierraCon, Inc. / CORE Construction (SierraCon) is appreciative of the opportunity to provide the City of South Lake Tahoe (CSLT) this proposal for Construction Management/Project Management (CM/PM) professional services for the upcoming Recreation & Aquatic Center project. This proposal serves as the basis of understanding for the Recreation & Aquatic Center project parameters and SierraCon's scope of work to be provided.

1. PROJECT PARAMETERS & SCOPE OF WORK

The City of South Lake Tahoe new Recreation & Aquatic Center project is to be executed in two phases: Phase 1 – Site Work and Utility Relocation and Phase 2 – Building Construction and Final Site work. The project's bidding period for Phase 1 is from May 5, 2022 to May 27, 2022 with a construction Notice to Proceed (NTP) anticipated on June 22, 2022 substantial completion of the project no later than October 15, 2022, and final completion no later than November 1, 2022. The project's bidding period for Phase 2 is anticipated to commence in August of 2022 and be completed in September, 2022 with a construction Notice to Proceed (NTP) anticipated in October, 2022, substantial completion of the project no later than October, 2024, and final completion no later than November, 2024. SierraCon anticipates contract approval at the June 22, 2022 City Council meeting and beginning on-site services June 27, 2022 for Phase 1. Phase 1 on-site construction management duties are anticipated to end by November 1, 2022. Phase 2 on-site construction management duties are anticipated to start on November 1, 2022 and end on November 1, 2024. SierraCon has included a TASK for assisting with additional closeout for 3 months, through January, 2025.

2. SCOPE OF WORK

Construction Management is a professional service available with a goal of helping facilitate a project to it's completion, while enforcing contract documents, documenting the process, mitigating risk for the owner, and providing quality assurance in the field. By providing the experienced, skilled professionals to augment CSLT, SierraCon will pay continuing attention to critical details throughout the project to better ensure success. SierraCon will act as advisors to CSLT, and in the field, and coordinate with the General Contractor(s), A/E team and CSLT to better assure project progress and accountability. SierraCon's scope of work is based on the following direction from CSLT:

Manage Building and Site Construction on behalf of CSLT in Phase 1 and Phase 2 -

a) Daily On-Site Construction Activity and Oversight, including but not limited to:

- Being completely familiar with Contract Documents - Plans, Specifications, Contracts, Manufacturers Recommendations, etc. prior to start of construction
- Providing oversight of Contract Plans, Specifications, Contracts, Shop Drawings, RFI's, CO's, Force Accounts, etc. during construction
- Complete Project Documentation including Daily Reports, Noted Deficiencies, Photo Logs, Issues Tracking, Communications, All A/E Correspondence, etc. – in software system independent of contractor documents
- Coordination and Communication with A/E, with the understanding that the A/E is also an owner's onsite representative, for all design code and specification questions, exceptions, clarifications, etc.
- Coordination of Special Inspection (Material Testing, Performance Compliance Specifications, etc.). Requirements/Review Testing Results - Notify team of any deficiencies
- Coordination with Design Team for anything effecting design interpretations/ recommendations/changes
- Identify any material delivery out of sequence
- Observe and document actual progress versus estimated progress, record and report conditions that may cause a delay in completion of work. Provide monthly executive summary report to Owner.
- Attend Weekly Progress Meetings, and additional project meetings as needed/ requested
- Assist with IT/FF&E Coordination (contracted through CSLT)
- Monitor Contractor & A/E Punchlist
- Receive and Review (In Conjunction with A/E) O&M Manuals
- Receive and Review (In Conjunction with A/E) As-Built Drawings
- Complete Project Closeout Documents, Reviews etc. (In Conjunction with A/E)
- Attend One Year Warranty Walk (In Conjunction with A/E)

b) Coordinate as necessary, with El Dorado County Library and neighboring City of South Lake Tahoe campground and maintenance facility operations.
c) Schedule review and management, including but not limited to, tasks, logic, resource loading, pay applications/invoicing, overall progress, recovery, etc.
d) Shop Drawing/RFI/Submittal/CO/ASI/CCD/CR Reviews (In Conjunction with A/E)
e) Review and coordinate with architect Pay Applications/Invoices.
f) Receive and review for DIR prevailing wage compliance, as prepared and managed by General Contractors.
g) Coordination of Jurisdictional Requirements
h) All Project Communications and Coordination with CSLT Project Manager
i) Change Management Analysis and Recommendations – processing, tracking & coordination included
j) Scheduling, Attending and Writing of Meeting Minutes for weekly OAC meetings.
k) Contract and provide coordination with UNVC for Commission Agent and Commissioning Inspections based on UNVC proposal for Systems and Enclosures Commissioning dated 3/22/22, and the specific terms listed below:
    - Based on the requirements of the specifications, failed tests typically require additional testing to meet performance goals. These tests will be billed to the client. It is the client's responsibility to then bill the appropriate parties.
    - Assumes free and clear access to the test areas, and lifts and/or scaffolding as required to fully access the interior and exterior of the test specimens.

- Assumes a water source will be available and capable of providing 5 gallons of water per hour per square foot of the test specimen (within 200 ft of the test area).
- Assumes a 110-volt power supply will be available (within 100 ft of the test area)

3. RATE SCHEDULE

	Phase 1 2022	Phase 2 2023 / 2024
STAFF CLASSIFICATION	HOURLY RATE	HOURLY RATE
Project Director / Executive	325	345
Director of Field Operations	250	265
Construction Manager	165	175
Assist. Construction Manager	145	154
Field Engineer	165	175
Field Engineer	165	175
Assist. Field Engineer - Punch List	140	148
Project Accountant	125	133
General Superintendent	215	228
MEP Manager	210	223
Schedule / Procurement Manager	160	170

4. ASSUMPTIONS, EXCLUSIONS, AND TERMS OF AGREEMENT

Assumptions –

- Adequate location provided for SierraCon's job site office trailer to be placed on site with access to power, internet, and staff parking.
- Full access to site to be provided during working hours and when general contractor is on-site
- Base contract for Phase 1 is approximately 3.5 months (NTP to Substantial Completion) starting in June, 2022 and Phase 1 is approximately 23 months (NTP to Substantial Completion) starting in November, 2022, plus an additional month of administration assistance only for closeout.
- If the construction schedule is delayed, SierraCon reserves the right to adjust the Rate Schedule.

Exclusions –

- Procurement and management of special inspections – field coordination included
- Procurement and management of FF&E purchase and installation – field coordination included

- Procurement and management of SWPPP compliance consultant & inspections – field coordination included
- Management of A/E contract – field coordination included
- Management of general contractor(s) contract – field coordination included
- Overtime (Above allowance included in fee proposal)

Terms of Agreement –

- Time and material backup to be provided with invoice
- SierraCon invoice not tied to general contractor pay application approval
- Owner requested additional services can be performed on T&M basis, based on rates included in this proposal
- Overtime rates are at time and a half plus added vehicle burden at straight time
    - SierraCon has included an Allowance for Overtime within the contract values. ~10% of base scope hours.
- If additional analysis of cost and/or schedule change management is required due to a dispute or claim, the work is to be completed as a change order to SierraCon to provide support on T&M basis, based on rates included in this proposal.

5. FEE SUMMARY

TASK		COST
Phase 1 Base Scope of Work:		$299,210
Phase 1 Scope Allowance Tasks:		$30,862
Phase 1 Base + Allowances Total:		**$330,072**
Phase 2 Base Scope of Work:		$2,585,502
Phase 2 Scope Allowance Tasks:		$936,158
Phase 2 Base + Allowances Total:		**$3,521,660**
TOTAL BASE + ALLOWANCES:		**$3,851,732**

Refer to Exhibit A's, attached to this proposal, for detailed breakdown of proposed fee.

Sincerely,

Joe Stewart
President

EXHIBIT A - City of South Lake Tahoe Recreation and Aquatic Center - PHASE 1

ANTICIPATED TASK	STAFF CLASSIFICATION	HOURLY RATE	TOTAL TASK HOURS	MONTHLY SCHEDULE / HOURS 2022											
				Jan	Jan	Mar	Jan	May	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	Nov	Dec
									Construction						
BASE SCOPE OF WORK (MANAGEMENT)															
Construction Management - On-Site Management (Construction Oversight Through Closeout) (June 22, 2022 - November 1, 2022)	Project Director	$325	71						4	17	17	17	17		
	Construction Manager	$165	356						20	84	84	84	84		
	Asst. Construction Manager	$145	356						20	84	84	84	84		
	Field Engineer / Super	$165	528						24	126	126	126	126		
	Director of Field Operations	$250	71						4	17	17	17	17		
	Project Accountant	$125	71						4	17	17	17	17		
	TASK COST	**$247,320**													

BASE SoW (MANAGEMENT) - SUBTOTAL	**$247,320**

BASE SCOPE OF WORK (CONSUMABLES)	
Document Control, Printing & Reproduction Costs	$6,720
Vehicles Expenses	$12,180
Software: ProCore / Bluebeam / Video Conference	$8,700
Jobsite Trailer Office	$20,310
Jobsite Toilets & Wash Facilities (for CM Team)	$1,880
Photography and Construction Records	$2,100

BASE SoW (CONSUMABLES) - SUBTOTAL	**$51,890**

BASE SCOPE OF WORK - TOTAL	**$299,210**

SCOPE ALLOWANCES															
Overtime if Requested / Required (Allowance ~10%)	Construction Manager	$248	36						2	8	8	8	8		
	Asst. Construction Manager	$218	36						2	8	8	8	8		
	Field Engineer / Super	$248	53						2	13	13	13	13		
	Vehicles	$10	124						6	29	29	29	29		
	TASK COST	**$30,862**													

SCOPE ALLOWANCES - SUBTOTAL	**$30,862**

BASE SOW + ALLOWANCES - TOTAL	**$330,072**

C-107-2022 SierraConCore

Final Audit Report 2022-07-20

Created:	2022-07-20
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHoMWK2mnr4cNchHGfkpKebNa-bkrlwf7

"C-107-2022 SierraConCore" History

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2022-07-20 - 7:06:41 PM GMT- IP address: 172.226.212.5

Document e-signed by Joe Stewart (jstewart@sierracon.biz)

Signature Date: 2022-07-20 - 9:28:03 PM GMT - Time Source: server- IP address: 47.33.29.150

Agreement completed.

2022-07-20 - 9:28:03 PM GMT

AMENDMENT 2 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **SierraCon/CORE** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021 this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule"**, attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 2** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than October 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by October 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement is hereby increased with this **Amendment No. 2** by the sum of **$323,072** as described within **Exhibit A** attached hereto**.** In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$791,243** plus the additional fee (Amendment #1 Phase 1 Construction Management Services) of **$330,230**, plus the additional fees (Amendment #2) of **$323,072** for an amended total fee of **$1,444,545** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: Cody Bass (Apr 6, 2023 11:01 PDT)
Cody Bass, Mayor Pro Tem

CONSULTANT

By: Joe Stewart (Apr 7, 2023 07:50 PDT)
Joe Stewart
President – SierraCon/CORE
Business License # 009926

APPROVED AS TO FORM:

Heather Stroud (Mar 20, 2023 14:35 PDT)
Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Mar 20, 2023 14:20 PDT)
Mar 20, 2023
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

C-030-2023 SierraCon Amend. 2

Final Audit Report 2023-04-07

Created:	2023-03-20
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5rAQECMIP1uQDJYhGSFFNzVDbwnay9O-

"C-030-2023 SierraCon Amend. 2" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2023-03-20 - 8:54:18 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-03-20 - 8:55:46 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
2023-03-20 - 9:20:37 PM GMT- IP address: 104.47.65.254

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-03-20 - 9:20:45 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2023-03-20 - 9:20:46 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2023-03-20 - 9:35:40 PM GMT- IP address: 104.47.65.254

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2023-03-20 - 9:35:47 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to cbass@cityofslt.us for signature
2023-03-20 - 9:35:49 PM GMT

Email viewed by cbass@cityofslt.us
2023-04-06 - 6:00:56 PM GMT- IP address: 104.187.236.105

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2023-04-06 - 6:01:20 PM GMT- IP address: 104.187.236.105

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2023-04-06 - 6:01:22 PM GMT - Time Source: server- IP address: 104.187.236.105

Document emailed to jstewart@sierracon.biz for signature

2023-04-06 - 6:01:23 PM GMT

Email viewed by jstewart@sierracon.biz

2023-04-07 - 2:49:32 PM GMT- IP address: 71.94.66.3

Signer jstewart@sierracon.biz entered name at signing as Joe Stewart

2023-04-07 - 2:50:24 PM GMT- IP address: 71.94.66.3

Document e-signed by Joe Stewart (jstewart@sierracon.biz)

Signature Date: 2023-04-07 - 2:50:26 PM GMT - Time Source: server- IP address: 71.94.66.3

Agreement completed.

2023-04-07 - 2:50:26 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

AMENDMENT 3 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation ("CITY") and **SierraCon/CORE** ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021 this Amendment to the Agreement adds the work described within **Exhibit A "Compensation Schedule",** attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 3** to the Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed not later than April 2026. Time is of the essence, and failure of Consultant to perform the services required by this Agreement, as amended, by April 2026 shall constitute a material breach of this Agreement as amended.

3. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement, is hereby increased with this **Amendment No. 3** by the sum of **$1,168,000** as described within **Exhibit A** attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of **$791,243** plus the additional fee (Amendment #1 Phase 1 Construction Management Services) of **$330,230,** plus the additional fees (Amendment #2) of **$323,072,** plus the additional fee (Amendment #3 - Construction management for Phase II, Post Construction Services and Commissioning Services of **$1,168,000,** for an amended total fee of **$2,612,545,** without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on November 7, 2023.

CITY OF SOUTH LAKE TAHOE

Cody Bass (Nov 14, 2023 10:22 PST)

By: Cody Bass, Mayor Pro Tern

CONSULTANT

Joe Stewart
President- SierraCon/CORE
Business License # 009926

APPROVED AS TO FORM:

Heather Stroud (Nov 14, 2023 10:33 PST)

Heather Stroud, City Attorney

ATTEST:

Sue Blankenship (Nov 8, 2023 13:33 PST)

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

C-228-2023 Amendment 3 to Professional Services Agreement

Final Audit Report 2023-11-14

Created:	2023-11-08
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZF06eRv7zYrRXgEKXbFnl6I0D6LtRtv5

"C-228-2023 Amendment 3 to Professional Services Agreement" History

Document created by Michelle Davis (medavis@cityofslt.us)
2023-11-08 - 8:59:14 PM GMT

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-11-08 - 8:59:53 PM GMT

Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-11-08 - 9:33:39 PM GMT - Time Source: server

Document emailed to cbass@cityofslt.us for signature
2023-11-08 - 9:33:40 PM GMT

Email viewed by cbass@cityofslt.us
2023-11-08 - 9:34:41 PM GMT

Signer cbass@cityofslt.us entered name at signing as Cody Bass
2023-11-14 - 6:22:50 PM GMT

Document e-signed by Cody Bass (cbass@cityofslt.us)
Signature Date: 2023-11-14 - 6:22:52 PM GMT - Time Source: server

Document emailed to Heather Stroud (hstroud@cityofslt.us) for signature
2023-11-14 - 6:22:54 PM GMT

Email viewed by Heather Stroud (hstroud@cityofslt.us)
2023-11-14 - 6:33:14 PM GMT

Document e-signed by Heather Stroud (hstroud@cityofslt.us)
Signature Date: 2023-11-14 - 6:33:29 PM GMT - Time Source: server

Document emailed to jstewart@sierracon.biz for signature

2023-11-14 - 6:33:31 PM GMT

Email viewed by jstewart@sierracon.biz

2023-11-14 - 9:23:05 PM GMT

Signer jstewart@sierracon.biz entered name at signing as Joe Stewart

2023-11-14 - 9:26:11 PM GMT

Document e-signed by Joe Stewart (jstewart@sierracon.biz)

Signature Date: 2023-11-14 - 9:26:13 PM GMT - Time Source: server

Agreement completed.

2023-11-14 - 9:26:13 PM GMT

AMENDMENT 4 TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (C-029-2021) entered into on March 16, 2021, between the City of South Lake Tahoe, a municipal corporation (" CITY") and **SierraCon/CORE** CONSULT ANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

1. Scope of Services. In addition to the Scope of Services specified within the original Professional Services Agreement, dated March 16, 2021 this Amendment to the Agreement adds the work described within **Exhibit A " Compensation Schedule**", attached hereto and incorporated herein by reference, is hereby amended to include the additional fees and compensation included with **Exhibit A, Amendment No. 4** to the Agreement.

2. Compensation. Compensation to be paid to the Consultant, as defined within the original Agreement, is hereby increased with this Amendment No. 4 by the sum of $140,627.80 as described within Exhibit A attached hereto. In no case shall Consultant compensation for work completed under this Agreement exceed the amended Agreement amount of $791,243 plus the additional fee (Amendment # 1 Phase 1 Construction Management Services) of 330,230, plus the additional fees (Amendment #2) of $323,072, plus the additional fees (Amendment #3) of $1,168,000, plus the additional fee Amendment # 4 of $140,627.80 for an amended total fee of $2,753,172.80, without written authorization from the City. Payment by the City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: _____
Mayor

CONSULTANT

By: _____
Joe Stewart
President- SierraCon/ CORE
Business License # 009926

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

CITY SEAL:

CONTINUATION SHEET

Application and Certification for Payment Worksheet — 9/30/2025

Owner: City of South Lake Tahoe — 26
Project: CSLT Rec Center - Phase 3 PreCon and Construction — 9/1/2025
Const Mgr: SierraCon, Inc. — 9/30/2025
Architect: JKAE

A	B	C	D	E	F	G	H	I	K	L	M	O
ITEM #	DESCRIPTION OF WORK	CONTRACTOR / SUBCONTRACTOR	ORIGINAL BUDGET	INTERNAL TRANSFERS	AMENDMENTS (CHANGE ORDERS)	REVISED VALUE	WORK COMPLETED PREVIOUSLY	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (H+I+J)	% COMPLETE TO DATE	BALANCE TO FINISH	FUNDS REQUESTED
	Phase 1 - Contract											
	Original Contract	SierraCon/Core	$ 791,243.00			$791,243.00	$791,243.00		$791,243.00	100.00%	$0.00	$0.00
	Amendment 1 - Phase 1 Construction Management	SierraCon/Core			$330,230.00	$330,230.00	$330,230.00		$330,230.00	100.00%	$0.00	$0.00
	Phase 2 - Contract - Amendment 2 (Total $323,072)											
	Scope I - Preconstruction											
1	Conduct O/A Meetings | Produce Minutes	SierraCon/Core			$ 13,658.00	$13,658.00	$13,658.00		$13,658.00	100.00%	$0.00	$0.00
2	Review Documents for Bidability / Constructability / Track Changes	SierraCon/Core			$ 22,604.00	$22,604.00	$22,604.00		$22,604.00	100.00%	$0.00	$0.00
3	Develop Baseline Design Schedule | Provide Monthly Updates	SierraCon/Core			$ 9,450.00	$9,450.00	$9,450.00		$9,450.00	100.00%	$0.00	$0.00
4	Participate in General Contractor Prequalification & Evaluation	SierraCon/Core			$ 33,772.00	$33,772.00	$33,772.00		$33,772.00	100.00%	$0.00	$0.00
5	Coordinate w/ Architect on Permitting & Agency Approvals	SierraCon/Core			$ 5,254.00	$5,254.00	$5,254.00		$5,254.00	100.00%	$0.00	$0.00
6	Provide Cost Estimate Update	SierraCon/Core			$ 21,882.00	$21,882.00	$21,882.00		$21,882.00	100.00%	$0.00	$0.00
7	Advise Team on Value Engineering/Cost Reduction Opportunities	SierraCon/Core			$ 17,119.00	$17,119.00	$17,119.00		$17,119.00	100.00%	$0.00	$0.00
8	Assist Owner w/ Project Reporting / Documentation	SierraCon/Core			$ 6,590.00	$6,590.00	$6,590.00		$6,590.00	100.00%	$0.00	$0.00
9	General Contractor Outreach	SierraCon/Core			$ 40,480.00	$40,480.00	$40,480.00		$40,480.00	100.00%	$0.00	$0.00
	Scope II - Bidding											
10	Co-Conduct Pre-Bid Meeting | Review Minutes	SierraCon/Core			$ 6,208.00	$6,208.00	$6,208.00		$6,208.00	100.00%	$0.00	$0.00
11	Attend Bid Opening | Log All Information	SierraCon/Core			$ 1,529.00	$1,529.00	$1,529.00		$1,529.00	100.00%	$0.00	$0.00
12	Coordinate w/ Architect Bidders Request for Documents	SierraCon/Core			$ 7,543.00	$7,543.00	$7,543.00		$7,543.00	100.00%	$0.00	$0.00
13	Attend Bid Evaluation Meetings | Review & Advise	SierraCon/Core			$ 12,222.00	$12,222.00	$12,222.00		$12,222.00	100.00%	$0.00	$0.00
14	Review Bid Documents for Completeness & Accept for Release	SierraCon/Core			$ 12,222.00	$12,222.00	$12,222.00		$12,222.00	100.00%	$0.00	$0.00
15	Assist with Bid Advertisement & Bidder Qualification	SierraCon/Core			$ 10,156.00	$10,156.00	$10,156.00		$10,156.00	100.00%	$0.00	$0.00
16	Coordinate w/ Architect Bid RFIs	SierraCon/Core			$ 10,393.00	$10,393.00	$10,393.00		$10,393.00	100.00%	$0.00	$0.00
17	Coordinate w/ Architect Bid Addenda	SierraCon/Core			$ 1,098.00	$1,098.00	$1,098.00		$1,098.00	100.00%	$0.00	$0.00
18	Review RFI Responses & Addenda for Cost Impact | Advise	SierraCon/Core			$ 3,654.00	$3,654.00	$3,654.00		$3,654.00	100.00%	$0.00	$0.00
19	Develop & Manage Bidding Phase Document Management	SierraCon/Core			$ 2,419.00	$2,419.00	$2,419.00		$2,419.00	100.00%	$0.00	$0.00
20	Evaluate Bids w/ Team | Create Bid Evaluation Report	SierraCon/Core			$ 23,520.00	$23,520.00	$23,520.00		$23,520.00	100.00%	$0.00	$0.00
21	Recommend in Writing Lowest, Responsive Bidder to Owner	SierraCon/Core			$ 2,612.00	$2,612.00	$2,612.00		$2,612.00	100.00%	$0.00	$0.00
22	Provide Award Recommendation Analysis for City Council	SierraCon/Core			$ 5,225.00	$5,225.00	$5,225.00		$5,225.00	100.00%	$0.00	$0.00
23	RFP Process of 3rd Party Inspection Consultant				$ 15,347.00	$15,347.00	$15,347.00		$15,347.00	100.00%	$0.00	$0.00
24	RFP of FF&E Package				$ 38,115.00	$38,115.00	$32,260.00		$32,260.00	84.64%	$5,855.00	$0.00
	Change Orders											
	PCCO#01 - Site Clean Up				$900.00	$900.00	$900.00		$900.00	100.00%	$0.00	$0.00
	Phase 3 - Contract - Amendment 3											
	Scope III - Construction											
	Construction Management				$1,168,000.00	$1,168,000.00	$1,048,300.80	$65,327.00	$1,113,627.80	95.34%	$54,372.20	$65,327.00
	GRAND TOTAL		**$791,243.00**	**$0.00**	**$1,822,202.00**	**$2,613,445.00**	**$2,487,890.80**	**$65,327.00**	**$2,553,217.80**	**97.70%**	**$60,227.20**	**$65,327.00**

Original Estimate $ 1,168,119.00

Construction Management

CHANGE ORDER ANALYSIS THRU DEC 2025

Months left OCT thru Dec	3
Average/mo	$ 65,000
Amount needed to finish	$ 195,000
Post Const Services (thru May 2026)	$ ~~74,526~~
Current balance to finish in contract	$ 54,372.20
Change Order Amount	$ 140,627.80

CHANGE ORDER ANALYSIS THRU FEB 2026

Additional Months if delayed	2
Average/mo	$ 70,000
Amount needed for extension	$ 140,000

Total Change Order	$	383,814
Actual Cost per CMPM Fee	$	582,236
Discount	$	198,422

CSLT Rec Center – SierraCon Scope of Work

Current Work:

- Monitor communication and performance of GC to identify risks of additional delays, change orders, cost overruns or potential claims and advise City accordingly.
- Review and respond to all Change Orders
- Review T&M tickets for verification
- Review and respond to new submittals, and review old submittals for completeness
- Review deferred submittal process
- Review LEED requirements process & monitor progress
- Review of RFI's
- Review Test Reports, notify City of any issues
- Issues Tracking
- Review work for T&M scope
- Provide Quantity Take-Offs for all T&M Tickets, CEs, PCOs, and PCCOs of concern to control costs.
- Manage Commissioning Agent (UNVC)
- Review Specs and Drawings as necessary for GC management
- Keep Architect on task (JKAE)
- Review of GC payment applications
- Attend weekly meetings (pre-OAC, OAC, RFI, PCO, any additional meetings as req'd)
- Provide monthly project progress reports
- Review and comment on GC's schedule updates
- Create and manage the schedule Impact Log
- Write CCDs for City signature
- Assist with FF&E RFP and Buyout
- Create List/Specifications of (FF&E) Pool Parts for Bidders
- Review on site BMPs
- QA/QC equipment installations and finishes
- Inspect onsite Heavy Machinery per Safety Protocols and tab unsafe equipment
- Review Pay Apps for % complete accuracy in reference to site progress, incl. stored materials
- Provide Quantity Take-Offs for all T&M Tickets, CEs, PCOs, and PCCOs of concern to control costs
- Continually monitor the schedule to control creep and identify delays

- Work with the GC on corrective actions and schedule maneuvering to remain on track
- QA/QC equipment installations and finishes to ensure compliance to Specs, Plans and Local AHJs

Future Work:

- Review closeout documentation (as-builts, O&M manuals, Owner training videos, extra stock)
- Lead and monitor punch list process and completion
- Manage Commissioning Agent (UNVC) and coordinate with Contractor team for commissioning, start up and compliance of building systems
- Assist City with FF&E and move in process

Roebbelen Assistance:

- Review list of outstanding submittals for completion or confirmation it's been submitted and processed
- Review list of outstanding deferred submittals for completion
- Review submittals in detail to ensure all review comments are addressed, including spec section bullet points. SierraCon discovered that some submittals were approved by GC without having all review comments addressed
- Provide input/guidance on specification submittal requirements – incl. Action Plans, Waste Tickets, LEED, etc.
- In depth schedule review for shown delay and coordination on how GC plans to achieve critical schedule milestones (grading season deadlines, substantial completion, final completion, etc.)
- Review CEs and PCOs cost via take-offs to verify subcontractor material, equipment and labor charges
- Reviewing Inspection Reports, and ensuring Corrective Actions are taken

EXHIBIT A - City of South Lake Tahoe Recreation and Aquatic Center - PHASE 2

BASE SCOPE OF WORK (MANAGEMENT)

ANTICIPATED TASK	STAFF CLASSIFICATION	HOURLY RATE	TOTAL TASK HOURS	MONTHLY SCHEDULE / HOURS 2023												MONTHLY SCHEDULE / HOURS 2024												MONTHLY SCHEDULE / HOURS 2025												MONTHLY SCHEDULE / HOURS 2026	
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
				PRE CON										Procurement						Construction																					
Construction Management - On-Site Management (Construction Oversight Through Closeout) (November 1, 2022 - December 31, 2024)	Project Director - Joe	$345	235											8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	Construction Manager - Doris	$225	1,445											84	84	84	84	84	84	84	84	50.4	50.4	50.4	50.4	50	50	34	34	34	34	34	34	33.6	33.6	33.6	33.6	34	34	34	34
	Asst. Construction Manager - Geordan	$200	3,864											0	0	0	0	0	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168
	Asst. Construction Manager - Alana	$191	1,344																															168	168	168	168	168	168	168	168
	Field Engineer / Super	$175	0	Deleted 1,596 hrs as requested by Anush																0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
	Schedule Manager / Procurement	$170	0	deleted 638 hrs, schedule by GC and/or by PM and APM as requested										0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
	Director of Field Operations	$265	0																	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
	Project Accountant	$140	226											8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	TASK COST	$1,467,929																																							

BASE SoW (MANAGEMENT) - SUBTOTAL	$1,467,929

BASE SCOPE OF WORK (CONSUMABLES)

Document Control, Printing & Reproduction Costs		$0	removed as requested by Anush
Vehicles Expenses - 1 vehicle		**$48,000**	removed one vehicle as requested by Anush
Software: ProCore / Bluebeam / Video Conferencing		**$5,100**	changed from $100M to $1M per our contract as requested by Anush
Jobsite Trailer Office	By GC	$0	removed $86,700 as requested by Anush
Jobsite Toilets & Wash Facilities (for CM Team)	By GC	$0	removed $16,200 as requested by Anush
Photography and Construction Records		$0	deleted as requested by Anush

BASE SoW (CONSUMABLES) - SUBTOTAL	$53,100
BASE SCOPE OF WORK - SUB TOTAL	$1,521,029

SCOPE ALLOWANCES

ANTICIPATED TASK	STAFF CLASSIFICATION	HOURLY RATE	TOTAL TASK HOURS	MONTHLY SCHEDULE / HOURS 2023												MONTHLY SCHEDULE / HOURS 2024												MONTHLY SCHEDULE / HOURS 2025												MONTHLY SCHEDULE / HOURS 2026	
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Overtime if Requested / Required (Allowance -10%)	Construction Manager	$337	0																	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	Asst. Construction Manager	$301	0																	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	Field Engineer / MEP / QC	$286	0																	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	Field Engineer / Super	$262	0																	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	Vehicles	$12	0	removed 1,176 hrs, doesn't make sense to have OT on vehicles as requested by Anush																0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	TASK COST	$0																																							
Provide Monthly Drone, Web Cam & Structionsite Progress Documentation	Operating Tech & Software	$0	LS	deleted $126,000																																					
	WebCam & Software	$0	LS	deleted $22,500																																					
	TASK COST	$0																																							
Participate in BIM Coordination & Review	BIM Coordinator	$223	0	No BIM on project removed 214hrs											0	0	0	0	0	0	0	0	0	0	0	0	0	0							0	0	0				
	TASK COST	$0																																							
Post Construction Services - coordination of FF&E install, closeout documentation & warranty transition - based on 3 months post substantial completion	Asst. Construction Manager	$200	252	half time removed																																					
	Field Engineer / MEP / QC	$191	126	quarter time removed																																					
	TASK COST	$74,526		**Ricky to check with team if this will be neeed from SierraCon, maybe services are billed as T&M**																																					
3rd Party Consultants to be contracted through SierraCon / CORE - UNVC Systems and Envelope Commissioning - proposal dated 3/22/22	LEED Commissioning	**$70,200**	LS	by SierraCon/UNVC																																					
	Systems Commissioning	**$84,600**	LS	by SierraCon/UNVC																																					
	Precon CX Review	$0	LS	by City																																					
	Additional CX Services	$0	LS	by City																																					
	TASK COST	$154,800																																							

SCOPE ALLOWANCES - SUB TOTAL	$229,326
BASE SOW + ALLOWANCES - TOTAL	$1,750,355

Current Contract Amount:	**$1,168,119**
Additional Cost thru February 2026:	**$582,236**

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:11

Agenda Item: Ordinance Amending Vacation Home Rental Regulations to Remove 150-Foot Buffer and Make Other Changes (First Reading of Version 1 Establishing a Cap of 1,200 in Residential Areas, or Version 2 Prohibiting Adjacent Properties from Being Vacation Home Rentals)

Executive Summary: On June 17, 2025, City Council adopted Ordinance No. 2025-1200, amending the Vacation Home Rental ("VHR") provisions of the South Lake Tahoe City Code. In conjunction with adopting that ordinance, City Council requested that staff bring back a report on September 9 to get an update on the permitting process and discuss potential further amendments. At that time, City Council passed a motion by a vote of 4-1 (Councilmember Robbins no), directing staff to bring back two versions of an ordinance amending Ordinance No. 2025-1200. Both versions are included in this item for consideration and a potential first reading.

Requested Action / Suggested Motions: Pass a Motion holding a first reading (by title only) of Version 1 or Version 2 of an Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code, and refer second reading and adoption to November 4, 2025.

Responsible Staff Member: Heather Stroud, City Attorney

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance

Attachments:

- 01 - Staff Report - VHR Ordinance Amendments.docx
- 02 - Ordinance - VHR Amendments Version 1.docx
- 03 - Ordinance - VHR Amendments Version 2.docx
- 04 - VHR Ordinance Redline V1.pdf
- 05 - VHR Ordinance Redline V2.pdf
- 06 - Appeal Hearings 2.35 Redline.pdf
- 07 - Memo to Planning Commission.pdf
- 08 - Public Notice - VHR Ordinance PH First Reading.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: Ordinance Amending Vacation Home Rental Regulations (First Reading of Version 1 or Version 2)

Location: Citywide

Responsible Staff Members: Heather Stroud, City Attorney (530) 542-6046

Background: On June 17, 2025, City Council adopted Ordinance No. 2025-1200, amending the Vacation Home Rental ("VHR") provisions of the South Lake Tahoe City Code, by a vote of 4-1 (Robbins no). That Ordinance made the changes to the City's VHR regulations including the following:

- Established a 150-foot buffer between VHR properties outside the Tourist Core Area Plan, except for condominiums. (§ 3.50.380(F))
- Prohibited VHRs in "multifamily dwellings," but allowed VHRs in attached condominiums for applicants who had a permit as of September 1, 2016. (§ 3.50.380(D)(2))
- Excluded timeshares from VHR regulation. (§ 3.50.370)
- Required VHR owners outside Tourist Core Area Plan to use local property manager to check in guests and go over the rules, ensure compliance with operating conditions, receive real-time indoor sound monitoring and outdoor video monitoring to head off nuisance issues, and respond to complaints in person 24/7. (§§ 3.50.070; 3.50.390(B)(1)(b), 3.50.440)
- Changed occupancy limits outside Tourist Core Area Plan to 2 per bedroom, with up to five children aged 13 and under not counting towards the occupancy limit. (§ 3.50.440(A)(1))
- Required defensible space inspection prior to permit issuance, for properties outside Tourist Core Area Plan. (§§ 3.50.390(A)(7)(b); 3.50.410(B)(2))
- Required all VHR properties to be operated, maintained, and managed in compliance with conditions of operation irrespective of whether they are being used as a VHR at a given time. (§ 3.50.440).
- Clarified that appeals of VHR permit denials and revocations appealed to the Planning Commission are final and not subject to further appeal to City Council. (§ 3.50.430)
- Authorized permitting preference for prior VHR and Qualified VHR permit holders in good standing. (§ 3.50.390(A)(1))

In conjunction with adopting Ordinance No. 2025-1200, City Council requested that staff bring back a report on September 9 to get an update on the permitting process and discuss potential further amendments. On September 9, 2025, City Council passed a motion by a vote of 4-1 (Councilmember Robbins no), directing staff to bring back two versions of an ordinance amending Ordinance No. 2025-1200, as discussed below.

On September 9, 2025, Councilmember Roberts requested (seconded by Mayor Wallace) an explanation of the citation process, which is included in this staff report.

Issue and Discussion:

Amendments to VHR Ordinance

As directed by Council, there are two versions of an ordinance amending Ordinance No. 2025-1200 for City Council consideration and possible first reading.

Version 1:

- 150-foot buffer is replaced with a cap of no more than 1,200 VHR permits in residential areas;
- A minimum age of 25 is established to rent a VHR;
- Attached condominiums are allowed to get VHR permits unless the applicable homeowners association rules prohibit VHRs;
- Requires advertising platforms to include “family friendly” language for VHRs in residential areas;
- Appeals of permit denials go to an independent hearing officer instead of the Planning Commission
- Commercial and recreational areas are regulated with rules applicable to the Tourist Core Area Plan; and
- Room night reporting is required.

Version 2:

- 150-foot buffer is replaced with a prohibition of properties with VHR permits being adjacent to each other.
- All other changes are the same as Version 1.

In addition to the changes requested above, staff made several additional edits included in both versions that are consistent with these changes:

- To complement the cap, provisions were added to establish a waitlist when the cap is reached.
- The prohibition on permit transfers is clarified to match existing practice, where a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes.
- The preferred application period provision has been deleted as that period has closed.

Citation Process

To report a disturbance or VHR violation, an online complaint form can be submitted through the City’s website, or the complaining party can call the Police Department’s non-emergency line at 530-542-6100 and an officer will be assigned. If the officer confirms a violation, then a citation will be issued. For violations involving short-term renting without a VHR permit, the City uses software that checks for online advertisements to proactively find unpermitted properties. The fines are $1500 for a first citation, $3000 for a second citation within one year, and $5000 for a third citation within one year. Citations of operating conditions may always be issued to the owner, and for some type of violations, citations may also be issued to the occupant (occupancy, parking, noise, weddings/parties, hot tub, camping, and trash) under SLTCC section 3.50.440. The responsible party receiving the citation may appeal the citation to a hearing officer within 30 days. If the

hearing officer upholds the citation, it counts as one of the “strikes” against the property that would result in revocation of the permit if there are three or more upheld citations issued during three separate events and/or calls for service within any 24-month period, under SLTCC section 3.50.420. This process has been substantially the same since 2018, before the passage of Measure T. A memorandum that was provided to the Planning Commission in the context of an appeal hearing regarding a permit denial from upheld citations is attached to this item for further information.

Since the first post-Measure T permits were issued in residential areas starting in July, there have been two citations issued to newly permitted VHRs in residential areas. One citation was for a trash violation and the other was for a signage violation. Staff will continue to track and report this data as more permits are issued and more properties begin short-term rental operations.

Environmental Considerations: Both versions of this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that they may have a significant effect on the environment, and under CEQA Guidelines section 15308 because they are amending a regulatory process to protect the environment.

Financial Implications: Either version of the Ordinance would result in the maximum number of VHRs increasing to 1200 within residential areas. This would presumably result in an unknown amount of additional Transient Occupancy Tax from these additional VHRs. Under Ordinance No. 2025-1200 which includes a 150-foot buffer, the maximum number of VHRs outside the Tourist Core was estimated to be 1,100 but could be lower depending on where VHRs are permitted. With Version 1 of the Ordinance, the cap would be set at 1,200 VHRs in residential areas. With Version 2 of the Ordinance, the cap would also be set at 1,200, but depending on where VHRs are permitted, the total number could be lower based on the prohibition of VHRs being on adjacent parcels.

Policy Implications: VHR regulation involves competing policy implications. Limiting, restricting, regulating, and enforcing the rules regarding VHRs protects against nuisance issues such as noise, trash, overcrowding, parking violations, and degradation of neighborhood character, while allowing the operation of VHRs can have positive economic benefits for the City, local businesses, and community.

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe City Council

November 4, 2025

An Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code to Modify the Regulation of Vacation Home Rentals

FINDINGS

A. Pursuant to Article XI, Section 7 of the California Constitution, the City may make and enforce all regulations and ordinances using its police powers.

B. The City has regulated Vacation Home Rentals ("VHRs"), currently defined as the rental of an entire dwelling unit for less than 30 days, since the adoption of Ordinance No. 928 on January 21, 2003.

C. Between 2015-2018, the City Council held more than 17 public meetings with dozens of hours of public comment at which the City Council deliberated regulations related to, nuisances created by, and the benefits and costs of VHRs within the City. At those public meetings, the City Council, staff, and community members expressed concern about excessive noise, disorderly conduct, vandalism, overcrowding, traffic, congestion, illegal parking, and accumulation of trash and refuse at or around VHRs located outside the Tourist Core. During that time, the City expended resources in responding to numerous citizen complaints pertaining to VHRs, which required rapid response from police, fire, paramedic, and other City personnel.

D. Measure T was a citizens initiative that passed in the election of November 6, 2018. Beginning after a phase-out period, Measure T prohibited VHRs in certain areas of the City where they had previously been permitted, including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017.

E. Soon after Measure T passed, an organization called South Lake Tahoe Property Owners Group filed a lawsuit challenging Measure T on various grounds, El Dorado County Superior Court Case No. SC20180243. In February 2021, Measure T was upheld in its entirety by the El Dorado County Superior Court, and Plaintiff filed an appeal. The court of appeal affirmed the superior court's judgment upholding Measure T, except that it remanded the case for the trial court to consider whether the "permanent resident" exception in the Qualified VHR provisions of Measure T violates the dormant Commerce Clause of the U.S. Constitution. At no time during the lawsuit was an injunction in place prohibiting the implementation of Measure T's

prohibition on VHRs in certain areas of the City including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017, such that VHRs in these areas were phased out by the end of 2021 as required by Measure T.

F. On March 13, 2025, the El Dorado County Superior Court issued a ruling finding that the Qualified VHR provisions are unconstitutional because they impermissibly discriminate against interstate commerce, and that these provisions are not severable from the remainder of Measure T, requiring that Measure T be struck down in its entirety.

G. On April 1, 2025, the City Council unanimously adopted Ordinance No. 2025-1193, establishing a temporary, forty-five (45) day moratorium on the issuance of Vacation Home Rental permits for Vacation Home Rentals in areas where such permits were prohibited by Measure T, pursuant to California Government Code section 65858(a). On May 6, 2025, City Council adopted urgency ordinance (Ordinance No. 2025-1196) by a four-fifths vote (with Councilmember Jinkens voting no) to extend the temporary moratorium through June 19, 2025.

H. On April 22, 2025, the City Council received a staff report and passed a motion by a vote of 3-2 (Mayor Pro Tem Bass and Councilmember Robbins voting no) to make certain amendments to the pre-Measure T VHR regulations that were in place as of November 2018.

I. On May 6, 2025, City Council passed a motion by a vote of 4-1 (Councilmember Robbins voting no) to make further amendments to the proposed ordinance and bring back that ordinance for a first reading on June 3, 2025.

J. On June 3, 2025, City Council passed a motion to hold a first reading (by title only) by a vote of 3-2 (Councilmembers Jinkens and Robbins no), and on June 17, 2025, City Council voted to pass the ordinance by a vote of 4-1 (Councilmember Robbins no), and directed staff to bring back an update to the City Council meeting on September 9, 2025, to discuss potential further amendments to that ordinance.

K. On September 9, 2025, City Council passed a motion by a vote of 4-1 (Councilmember Robbins no) to bring back two versions of this Ordinance for consideration: this version, in which: the 150-foot buffer is replaced with a cap of no more than 1,200 VHR permits in residential areas, a minimum age of 25 is established to rent a VHR, attached condominiums are allowed to get VHR permits unless the applicable homeowners association rules prohibit VHRs, requires advertising platforms to include “family friendly” language for VHRs in residential areas, appeals of permit denials go to an independent hearing officer instead of the Planning Commission, commercial and recreational areas are regulated with rules applicable to the Tourist Core Area Plan, and room night reporting is required; and a second version that includes the same changes except that the 150-foot buffer is replaced with a prohibition of properties with VHR permits being adjacent to each other.

L. Related amendments to Table 2.35.070 (Appealable Actions and Matters) are included in this Ordinance to clarify that appeal decisions of VHR permit denials and revocations go to a hearing officer and not Planning Commission.

M. On October 10, 2025, notice of this public hearing was published in the Tahoe Daily Tribune pursuant to California Government Code section 65090.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

3.50.370 Definitions.

"Bear box" shall have the same meaning as set forth in SLTCC 4.150.010.

"City manager" shall mean the city manager as set forth in Chapter 2.10 SLTCC, or their designee.

"Condominium" shall mean a dwelling unit in a residential development that is under a legal arrangement specifying that the unit is individually owned but the common areas are owned, controlled, and maintained through an organization consisting of all individual owners.

"Dwelling unit" shall mean a building, or portion thereof, that contains living facilities including provisions for sleeping, eating, cooking, and sanitation for the exclusive use of one or more people maintaining a household, not including city-approved hotels, motels, bed and breakfasts, or timeshares.

"Electronic signature" shall have the same meaning as set forth in SLTCC 2.40.010.

"Good neighbor contract" shall mean a document prepared by the city manager that summarizes the conditions of operations in SLTCC 3.50.440 for which occupants are responsible for compliance and subject to citation for violating, to be signed by wet or electronic signature before or during check-in by the property manager and the responsible party(ies) entering into a vacation home rental contract for each vacation home rental in areas outside the tourist core area plan.

"Multifamily dwelling unit" shall mean a dwelling unit that is attached, meaning that it shares at least one wall, floor, or ceiling with at least one other dwelling unit. Condominiums are not considered multifamily dwelling units.

"Occupant" shall mean any person who is on or in a vacation home rental property other than service providers, whether or not the person stays overnight.

"Owner" shall mean the person(s) or entity(ies) that hold legal or equitable title to a dwelling unit.

"Property manager" shall mean the person designated by the owner to implement the requirements of SLTCC 3.50.440 in residential areas. The owner or an agent designated by the owner may serve as the property manager.

"Renewal application" shall mean an application for a renewed vacation home rental permit which application may be submitted by the vacation home rental applicant.

"Rent" shall have that definition set forth in SLTCC 3.00.010.

"Residential areas" shall mean areas zoned for residential use and excluding all areas within the Tourist Core Area Plan, Tahoe Valley Area Plan, Sierra-Tract Commercial Plan Area Statement,

South Y Industrial Tract Community Plan, and Bijou/Al Tahoe Community Plan Districts 1, 2, 3, and 4, and parcels zoned for recreational use.

“Vacation home rental” shall mean the rent or rental of an entire dwelling unit by the owner or agent to another person or group of persons for occupancy, dwelling, lodging, or sleeping purposes for a period of less than 30 consecutive calendar days. The rental of units within city-approved hotels, motels, time-shares, and bed and breakfasts shall not be considered to be vacation home rentals.

“Vacation home rental applicant” shall mean the person(s) or entity(ies) who apply for a vacation home rental permit by submitting and signing a vacation home rental application. A vacation home rental applicant may be an owner(s) of the dwelling unit, an agent(s), or another authorized representative(s) of an owner of the dwelling unit.

“Vacation home rental permit” shall mean a permit issued to the property owner and pursuant to the provisions of this chapter that allows the use of a dwelling unit as a short-term rental.

“Vacation home rental property” shall mean a parcel of real property, as shown on the latest equalized tax assessment roll as maintained by the assessor of the county of El Dorado, upon which a vacation home rental(s) is (are) maintained. “Vacation home rental property” includes the premises upon which a vacation home rental is located, including parking areas, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, spas, tennis and paddleboard courts, and other similar and related improvements.

“Waitlist” shall mean the list of vacation home rental permit applicants the city manager maintains when the number of vacation home rental permits issued in residential areas exceeds the cap of 1,200, to be maintained in the order each application is deemed complete and used when vacation home rental permits become available.

3.50.380 Vacation home rentals – General provisions.

A. Vacation Home Rentals Allowed. Subject to the provisions of this article, vacation home rentals shall be permitted within the city.

B. Vacation Home Rental Permit Required to Operate. It shall be unlawful for any person or entity to rent, maintain, facilitate, advertise or list a dwelling unit as a short-term rental without a valid vacation home rental permit issued pursuant to this article.

C. Vacation Home Rental Permits Nontransferable.

1. Permit – Site Specific. It shall be unlawful for any person to give, grant or otherwise transfer a vacation home rental permit from one dwelling unit to another.

2. Transfer of Permits Prohibited. All permits issued by the city pursuant to this article shall be nontransferable to a different person or entity to whom said permit was issued.

(a) Notwithstanding subsection (C)(2) of this section, a permit may be transferred from one owner of a vacation home rental to another owner of the vacation home rental as long as the transferee was an owner of the vacation home rental at the time the vacation home rental application was submitted to the city, and a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes.

3. Upon any change of ownership of a vacation home rental property, an initial vacation home rental application shall be submitted pursuant to SLTCC 3.50.390(A).

D. Multifamily Dwelling Units and Condominiums.

1. It shall be unlawful to rent, lease, use or operate a multifamily dwelling unit as a vacation home rental.

2. Condominiums are eligible for vacation home rental permits, except for condominiums that are part of a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq. and which condominiums are subject to a prohibition on short-term rentals adopted by the common interest development pursuant to Cal. Civ. Code § 4741, as may be amended.

E. Agency and Property Management.

1. An owner may retain an agent to comply with the requirements of this article, including, without limitation, the filing of an application for a vacation home rental permit, the management of the vacation home rental, and compliance with the conditions of the permit. The owner of the vacation home rental is responsible for compliance with the provisions of this article and the failure of an agent to comply with this article shall not relieve the owner of their obligations as set forth in this article.

2. In residential areas, owners are required to designate and maintain a property manager at all times.

F. Cap. The total number of vacation home rental permits issued in residential areas shall not exceed 1,200.

G. Transient occupancy tax shall be assessed for vacation home rentals.

H. Permits and Fees Not Exclusive. Permits and fees required by this article shall be in addition to any license, permit or fee required under any provision of the city code. The issuance of any permit pursuant to this article shall not relieve the owner of the vacation home rental from their obligation to comply with all other provisions of the city code pertaining to use and occupancy of the vacation home rental.

I. No more than one vacation home rental shall operate on a parcel.

3.50.390 Vacation home rental application procedures.

A. Initial Applications.

1. All persons or entities interested in operating a vacation home rental may submit a vacation home rental application along with the application fee in an amount set forth in the city's master fee schedule.

2. It shall be the applicant's responsibility to provide all information and materials required to comply with the vacation home rental application submittal requirements.

3. The filing date of the vacation home rental application shall be the date when the city manager officially receives the last submission of information or materials required by subsection (B) of this section and the application is deemed complete. If the city manager determines an application submittal is incomplete, a vacation home rental applicant shall be notified of such incompleteness within 30 calendar days of receipt of the vacation home rental application by the city manager. If the city manager does not receive a complete application within 30 calendar days of providing notice of incompleteness, the city manager shall no longer consider that application and the application shall be deemed withdrawn.

4. All vacation home rental applications which have been deemed complete by the city manager shall be reviewed and processed in the order of the application's filing date.

5. Once an application is deemed complete, the city manager shall make reasonable efforts to schedule an inspection of the vacation home rental within 14 days. Vacation home rental applicants shall have 45 days to make all changes and improvements to the vacation home rental which are required by the city pursuant to the inspection. If the vacation home rental applicant fails to make all changes and improvements to the vacation home rental within 45 days of the inspection, said applicant's vacation home rental application shall be deemed withdrawn.

6. The city manager shall continue to review applications and inspect vacation home rental properties until all applications have been reviewed, or in residential areas, until the city can issue no further vacation home rental permits based on the cap in SLTCC 3.50.380(F), and then shall maintain a waitlist. The city shall issue no more than 150 vacation home rental permits per month.

7. Inspections Required in Residential Areas.

(a) The city manager shall inspect all dwelling units in residential areas for compliance with this article prior to issuing a vacation home rental permit for said dwelling unit.

(b) Vacation home rental permit applicants may be required to make improvements or changes to the proposed vacation home rental property in order to ensure that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property and that no health and safety violations which threaten the well-being of guests, neighbors or the community are present at the vacation home rental property, including compliance with defensible space requirements of California Public Resources Code Section 4291, as may be amended.

(c) Notwithstanding subsections (A)(7)(a) and (A)(7)(b) of this section, inspections shall not be required for vacation home rental renewal applications.

B. Vacation Home Rental Application and Renewal Application Filing Requirements.

1. Vacation home rental applications and renewal applications shall be submitted on forms provided by the city manager and shall include, but not be limited to, the following information:

(a) Owner(s) name(s).

(b) Property manager contact information, in residential areas including local contact number with 24-hour, seven days a week availability for reporting violations. Any change in the property manager and local contact number shall be promptly furnished to the city manager.

(c) Square footage of home.

(d) Owner mailing address.

(e) Proposed vacation home rental address and assessor's parcel number.

(f) Vacation home rental permit number, if existing vacation home rental.

(g) Number of bedrooms in vacation home rental.

(h) Number of paved parking spaces on the vacation home rental property.

(i) Identification of outdoor hot tub, if any.

2. Vacation home rental applications and renewal applications filed by agents, representatives, or authorized representatives of the owner of the vacation home rental property shall include a declaration that such application is being made with the consent of the vacation home rental owner.

3. Vacation home rental applications and renewal applications shall be accompanied by a declaration that any and all applicable covenants, conditions and restrictions are consistent with and would not prohibit issuance of a vacation home rental permit for the proposed property.

4. The vacation home rental application and renewal application shall be accompanied by an application fee in an amount set forth by separate resolution of the city council which amount is calculated to recover the city's full cost of reviewing, issuing and administering said permit.

5. If a renewal application is denied, and the applicant wishes to operate a vacation home rental, the applicant must initiate a vacation home rental application by filing an initial application and complying with the procedures of subsection (A) of this section.

3.50.400 Expiration and renewal of vacation home rental permits.

A. Vacation home rental permits shall expire one year after their issuance.

B. Vacation home rental permits must be renewed on an annual basis prior to expiration by filing with the city manager a renewal application and a renewal fee.

C. If a timely renewal application is filed, the vacation home rental permit shall not expire until the date that the city manager approves or denies the renewal application. If a timely renewal application is not filed, the vacation home rental permit shall expire and shall be considered null and void.

D. A renewal application shall be subject to all filing requirements set forth in SLTCC 3.50.390(B).

E. The city manager shall issue or deny a renewal application in accordance with the provisions of SLTCC 3.50.410(C).

3.50.410 Review, issuance and denial of vacation home rental permit applications.

A. Vacation home rental permits shall only be issued to the owner(s) of the vacation home rental property.

B. Criteria for Issuance – Initial Application. The city manager shall issue a vacation home rental permit where they make all of the following findings:

1. The vacation home rental application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. In residential areas, inspection of the vacation home rental property has shown that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property, that no health and safety violations which threaten the wellbeing of guests, neighbors or the community are present at the vacation home rental property, that the defensible space requirements of California Public Resources Code Section 4291, as may be amended, are met, and that the applicable requirements of SLTCC 3.50.440 are met including verifying the parking areas set forth on the application, the required interior and exterior signage, lighting, and that the required noise and video monitoring devices are installed and operational.

3. Neither the vacation home rental property nor the vacation home rental applicant has received three or more upheld citations within any three events and/or calls for service for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

4. The vacation home rental property contains sufficient paved parking spaces to accommodate the maximum number of occupants. All required parking shall be constructed on the vacation home rental property prior to operation as a vacation home rental.

5. The proposed vacation home rental would not exceed the cap of 1,200 vacation home rental permits in SLTCC 3.50.380(F).

C. Criteria for Issuance – Renewal Application. The city manager shall issue a renewed vacation home rental permit where they make all of the following findings:

1. The renewal application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. There have not been three or more upheld citations issued for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this subsection, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental permit has not lapsed, expired, been revoked, or suspended.

4. The vacation home rental is current on transient occupancy taxes and has paid all said taxes to the city in full by the date upon which said taxes became due.

5. The vacation home rental permit has not been transferred to another person, entity, or property.

D. Criteria for Denial. Vacation home rental permits shall not be issued or renewed where the city manager confirms that one or more of the criteria for issuance set forth in subsections (B) and (C) of this section have not been met. If the city manager denies the vacation home rental application or renewal application, they shall specify in writing the reasons for the denial and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to SLTCC 3.50.430.

3.50.420 Revocation of vacation home rental permit.

A. A vacation home rental permit issued under the terms of this article shall be revoked by the city manager at any time if they conclude any of the following:

1. The vacation home rental is not current on transient occupancy taxes and has not paid all said taxes to the city in full by the date upon which said taxes became due.

2. There have been three or more upheld citations for violations of the city code which citations were issued during three separate events and/or calls for service for violations of the city code at the vacation home rental within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental applicant has submitted a vacation home rental application containing a material misrepresentation or omission of a material fact.

4. There has been a transfer or an attempt to transfer a vacation home rental permit to another person, entity or property.

B. A vacation home rental permit suspended or revoked pursuant to this section shall be deemed to be expired and shall no longer authorize the operation of a vacation home rental.

3.50.430 Appeal from city manager's determination.
An applicant or any interested party who disagrees with the city manager's decision to issue, deny, revoke, or suspend a vacation home rental permit may appeal that decision to a hearing officer in accordance with the appeal provisions of Chapter 2.35 SLTCC. The hearing officer's decision shall be final and is not subject to further administrative appeals.

3.50.440 Conditions of operation.
All vacation home rental properties shall be operated, maintained, and managed on a day-to-day basis in compliance with the following operational conditions and requirements, irrespective of whether they are being used as a vacation home rental at a given time. In residential areas, the owner shall designate and maintain a property manager to ensure compliance with the conditions set forth in this section. Violation of any of the below conditions of operation shall subject the owner to citation in accordance with SLTCC 3.50.450. Additionally, violation of conditions of operation set forth in subsections (A), (C), (H), (K), (L), (O), (Q), and (R) of this section shall subject any occupant found violating such condition to citation in accordance with SLTCC 3.50.450.

A. Maximum Occupancy.

1. Occupancy of the vacation home rental shall be limited by (1) the number of paved parking spaces on the vacation home rental property as shown in Table 1 of this subsection, and (2) the number of bedrooms in the property as shown in Tables 2(a) and 2(b) of this subsection, whichever is lesser. For purposes of this subsection, occupancy shall be calculated by the number of persons present at the vacation home rental property at any given time.

Table 1. Number of Paved Parking Spaces Establishing Maximum Occupancy

Number of Parking Spaces	Maximum Occupancy
1	4
2	8
3	12
4	16
5	20

Table 2(a). Number of Bedrooms Establishing Maximum Occupancy (Outside Residential Areas)

Number of Bedrooms	Maximum Occupancy
Studio	4
1	6
2	8
3	10
4	12
5	14

Table 2(b). Number of Bedrooms Establishing Maximum Occupancy (In Residential Areas)

Number of Bedrooms	Maximum Occupancy
Studio	2
1	2
2	4
3	6
4	8
5	10

Outside residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental with one or more bedrooms shall be calculated by multiplying the number of bedrooms by two and adding four. In residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental shall be calculated by multiplying the number of bedrooms by two. For vacation home rentals with one or more bedrooms, up to five children aged 13 and under do not count towards the maximum occupancy. For studios, up to two children aged 13 and under do not count towards the maximum occupancy.

The voluntary reduction of occupancy in order to reduce fees is not permitted.

The requirements of this subsection limiting maximum occupancy based on number of parking spaces shall not apply to any vacation home rental that is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations regarding parking for occupants of vacation home rentals within such common interest development.

B. Each parking space required for a vacation home rental permit shall remain available for vacation home rental occupants. Each parking space shall be no less than nine feet wide and 19 feet long.

C. Commercial Activity Prohibited. Vacation home rentals shall not be used for commercial activities, including, but not limited to, weddings, receptions and large parties. All occupants of the vacation home rental shall be notified of the prohibition against commercial activities prior to the reservation, rental, or lease of a vacation home rental.

D. The owner of the vacation home rental shall be responsible for compliance with all provisions of the South Lake Tahoe City Code.

E. The owner of the vacation home rental shall post a copy of the permit and a copy of the conditions set forth in this section in a conspicuous place within the vacation home rental property.

F. All marketing and advertising of the vacation home rental shall include the vacation home rental permit number issued by the city. In residential areas, all marketing and advertising of the vacation home rental shall include a statement that the property is in a residential area and is subject to enhanced regulations and enforcement to prevent disturbances and preserve neighborhood character.

G. The owner shall agree to and authorize the city to enter the vacation home rental for the purpose of inspections when the city has received complaints of substandard housing conditions and/or has been made aware of substandard housing conditions.

H. Use of all outdoor spas or hot tubs shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m.

I. Interior Signage. Vacation home rentals shall have a clearly visible and legible notice posted on or directly adjacent to the inside of the front door, containing the following information:

1. The name of the property manager and a telephone number enabled for text messaging at which that person may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The parking rules for seasonal snow removal;

5. The trash pickup day and notification that solid waste and recyclables shall not be left or stored on the exterior of the property except in a bear box or animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC;

6. Notification that an occupant may be cited and fined for creating a disturbance or for violating any provision(s) of this article; and

7. Notification that failure to conform to the parking and occupancy limits of the vacation home rental is a violation of this article.

J. Exterior Signage. Vacation home rentals shall have a clearly visible and legible exterior sign, posted in a location which is visible from the adjacent right-of-way, containing the following information:

1. The name of the property manager and owner of the vacation home rental, and a telephone number at which the property manager may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The telephone number of the police department vacation home rental hotline, and the police department's email address;

5. This section of the South Lake Tahoe City Code.

K. Parking. Occupants of vacation home rentals shall not park on areas of the vacation home rental property not designated as parking spaces or on any other private property without permission.

L. Noise. In addition to all noise standards set forth in the city code and TRPA Code, the use of any equipment generating noise and the use of outdoor amplified music, speakers or other amplified equipment is prohibited between the hours of 10:00 p.m. and 8:00 a.m.

M. Emergency lighting (which may consist of plug-in or permanently installed systems) shall be installed, maintained and functional within the home at all times.

N. Any lights used to illuminate a vacation home rental property shall be designed so as to not spray onto adjoining properties and adjacent rights-of-way.

O. Parking of commercial vehicle(s) on vacation home rental property, except temporarily for durations of less than four hours, shall be prohibited.

P. Records of every night for which the vacation home rental is rented, including the name and contact information of the tenant who has arranged to rent the vacation home rental, the rental rate, the number of occupants per night, and the number of vehicles, shall be maintained for a minimum period of three years before such records are discarded or destroyed. Such records shall be made available to the city within 15 business days upon written request from the city.

Q. Camping and sleeping in tents, travel trailers, campers or recreational vehicles shall not be permitted on the vacation home rental property.

R. Trash.

1. Owners are responsible for compliance with all requirements for sorting, disposal, storage, and collection of solid waste, recyclables, and yard trimmings in Chapter 4.150 SLTCC. Solid waste and recyclables shall not be left or stored on the exterior of the property except in a container(s) within a bear box or in an animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC. Owners are required to acquire and use an animal-resistant recycling cart within 30 days of receiving notice from the city or its franchisee that such recycling carts are available.

2. If a bear box is installed on the vacation home rental property, then all solid waste shall be stored in said bear box until collection. All bear boxes shall remain functional and maintained so as to ensure that wildlife cannot access trash. The requirements of this subsection shall not apply to any person whose vacation home rental is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations requiring and enforcing the regular disposal of trash within such common interest development.

3. For vacation home rental properties with a bear box installed, Table 1 of this subsection establishes the number of trash cans within bear boxes required.

Table 1. Minimum Number of Trash Cans Within Bear Box

Size of Home	Number of Trash Cans
Less than 2,500 square feet	2
2,500 – 3,500 square feet	3
Greater than 3,500 square feet	4

4. Vacation home rental owners and property managers shall arrange for the necessary level of trash pick-up, drop-off, or other trash removal from the property so as to ensure that no trash is left on the street, exterior of the dwelling unit, or the right-of-way.

S. Owner or authorized agent shall include the vacation home rental permit number on all contracts, rental agreements, and in any advertising or websites depicting the vacation home rental.

T. Transient Occupancy Tax. The owner of the vacation home rental shall remit all transient occupancy tax payments and comply with Article II of this chapter. The owner or agent shall report the number of room nights rented for each vacation home rental when remitting transient occupancy tax payments.

U. For properties in residential areas, the property manager shall meet the occupants either in person or virtually to check them in at the beginning of each vacation home rental to, at a minimum:

1. Verify the identities of all responsible party(ies) entering into a vacation home rental contract;

2. Verify that all responsible party(ies) entering into a vacation home rental contract are 25 years of age or older; and

2. Ensure that the property manager and responsible party(ies) have signed the good neighbor contract certifying that the property manager has reviewed the conditions of operation of this section with the responsible party(ies), which good neighbor contract shall be maintained for three years and made available to the city upon written request within 15 business days.

V. For properties in residential areas, the owner shall install indoor noise and outdoor video monitoring devices to immediately alert the property manager 24 hours a day, seven days a week, of potential violations of the conditions of operation of this SLTCC 3.50.440, including those conditions of operation related to noise, trash, and parking. The purpose of this requirement is to provide property managers with access to real-time information to allow them to prevent nuisances before neighbors are disturbed and to prevent violations of the conditions of operation.

W. For properties in residential areas, the property manager shall provide and maintain a local contact number with 24-hour, seven days a week, availability for receiving reports of violations from the city and neighbors, and the property manager shall be available to respond in person within 60 minutes to such complaints, 24 hours a day, seven days a week.

3.50.450 Enforcement.
A. Any use or condition caused or permitted to exist in violation of any provision of this article shall be and hereby is declared a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure Section 731 or any other remedy available to the city.

B. Any use or condition caused or permitted to exist in violation of any provision of this article shall be subject to citation in an amount set forth by separate resolution of the city council.

C. The city may issue a citation based wholly or in part on photographic, video, or audio recorded evidence provided by a third party upon submission of a signed affidavit from the person who took the photograph or made the recording authenticating the evidence, if a preponderance of the evidence shows that a violation occurred.

D. Appeals of citations are subject to Chapter 2.30 SLTCC, except for any appeal of a third citation within a 24-month period resulting in revocation of a vacation home rental permit is subject to Chapter 2.35 SLTCC, and will be heard by a hearing officer along with the appeal of the permit revocation under SLTCC 3.50.430.

3.50.460 No property rights conferred.
Vacation home rental permits shall not be construed as providing property rights or vested interests and entitlements in continued operation of a vacation home rental. Vacation home rental permits are revocable licenses which expire annually. Vacation home rental permits shall not run with the land.

SECTION 2. Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

Table 2.35.070: Appealable Actions and Matters

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Tax Determinations	3.20.060 3.20.110	Tax Collector	City Council
Emergency Communication System Access Fee	3.30.170	Finance Director	City Manager
Business and Professions Tax and License	3.35.170 3.35.260	None	City Council
Business Classification	3.35.310	Tax Collector	City Council
Revocation of Business Permit by the Chief of Police for Violation of California Health and Safety Section 11364.5	3.35.420	None	City Manager
Transient Lodging Tax Redetermination	3.50.130	Finance Director	City Manager
Transient Lodging: Occupancy and Permits	3.50.040	Planning Commission	City Council

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Vacation Home Rental Permit	3.50.430	None	Hearing Officer
Vacation Home Rental Permit Third Citation and Revocation	3.50.450	None	Hearing Officer
Animal Control Fees	4.05.080	None	City Council
Massage	4.15.040	None	City Council
Bingo Permit	4.20.060	None	City Council
Mobile Vending Permit	4.35.080	None	City Council
Alcohol Use Permit	4.70.130	None	City Council
Escort Permit Grant, Denial, Suspension or Revocation	4.70.200	City Manager	City Council
Private Patrol Permit	4.140.090	None	City Council
False Alarm Permit	4.145.070	None	City Manager
Refuse and Garbage	4.150.025	None	City Council
Taxicab Suspension or Revocation of Permit	4.155.110	None	City Manager
Cannabis Public Safety License	4.180.050	None	City Council
Hazardous Vegetation and Defensible Space	5.30.100	None	Hearing Officer
Land Use Development Standards	6.10.090 6.10.250	See 6.10.090 Table 1	See 6.10.090 Table 1
Housing: Unit Determination	6.25.080	None	City Council
Multifamily Dwelling Inspection and Maintenance Program	6.30.170	None	Building Board of Appeals
Plan Line Setback: Building Permit	6.35.060	None	Planning Commission
Signs	6.40.270	Planning Commission	City Council
Trees	6.50.040 6.50.180	None	City Council
Condominium Conversion	6.55.210	Planning Commission	City Council
Use Permit and Variances	6.55.220 6.55.580 6.55.590	Planning Commission	City Council

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Special Events and Temporary Use Permit	6.55.230	Planning Commission	City Council
Hosted Rental Permit	6.55.295	None	Planning Commission
Cannabis Use Permit	6.55.770	None	City Council
Floodplain Management	6.65.160	None	City Council
Mobile Vending Location	6.70.060	Planning Commission	City Council
Wireless Facility Permits	6.75.040 6.75.080	Planning Commission	City Council
Urban Runoff and Storm Water Quality Violations	7.15.180	Public Works Director	City Council
Grading, Erosion, and Sediment Control Decisions	7.20.260	None	Public Works Director

SECTION 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and under CEQA Guidelines section 15308 because it is amending a regulatory process to protect the environment.

SECTION 5. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 6. This Ordinance shall become effective 30 days following its adoption.

Adopted by the City of South Lake Tahoe City Council on November 4, 2025 by the following vote:

Yes:
No:
Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

3.50.370 Definitions.

"Bear box" shall have the same meaning as set forth in SLTCC 4.150.010.

~~"Buffer zone" shall mean the area within 150 feet of any property line of a vacation home rental property, except for condominiums, as measured using the city of South Lake Tahoe's geographic information system data.~~

"City manager" shall mean the city manager as set forth in Chapter 2.10 SLTCC, or their designee.

"Condominium" shall mean a dwelling unit in a residential development that is under a legal arrangement specifying that the unit is individually owned but the common areas are owned, controlled, and maintained through an organization consisting of all individual owners.

"Dwelling unit" shall mean a building, or portion thereof, that contains living facilities including provisions for sleeping, eating, cooking, and sanitation for the exclusive use of one or more people maintaining a household, not including city-approved hotels, motels, bed and breakfasts, or timeshares.

"Electronic signature" shall have the same meaning as set forth in SLTCC 2.40.010.

"Good neighbor contract" shall mean a document prepared by the city manager that summarizes the conditions of operations in SLTCC 3.50.440 for which occupants are responsible for compliance and subject to citation for violating, to be signed by wet or electronic signature before or during check-in by the property manager and the responsible party(ies) entering into a vacation home rental contract for each vacation home rental in areas outside the tourist core area plan.

"Multifamily dwelling unit" shall mean a dwelling unit that is attached, meaning that it shares at least one wall, floor, or ceiling with at least one other dwelling unit.~~,~~ ~~except that c~~Condominiums ~~within the tourist core area plan~~ are not considered multifamily dwelling units.

"Occupant" shall mean any person who is on or in a vacation home rental property other than service providers, whether or not the person stays overnight.

"Owner" shall mean the person(s) or entity(ies) that hold legal or equitable title to a dwelling unit.

"Property manager" shall mean the person designated by the owner to implement the requirements of SLTCC 3.50.440 in residential areas ~~outside the tourist core area plan~~. The owner or an agent designated by the owner may serve as the property manager.

"Renewal application" shall mean an application for a renewed vacation home rental permit which application may be submitted by the vacation home rental applicant.

"Rent" shall have that definition set forth in SLTCC 3.00.010.

"Residential areas" shall mean areas zoned for residential use and excluding all areas within the Tourist Core Area Plan, Tahoe Valley Area Plan, Sierra-Tract Commercial Plan Area Statement,

South Y Industrial Tract Community Plan, and Bijou/Al Tahoe Community Plan Districts 1, 2, 3, and 4, and parcels zoned for recreational use.

"Vacation home rental" shall mean the rent or rental of an entire dwelling unit by the owner or agent to another person or group of persons for occupancy, dwelling, lodging, or sleeping purposes for a period of less than 30 consecutive calendar days. The rental of units within city-approved hotels, motels, time-shares, and bed and breakfasts shall not be considered to be vacation home rentals.

"Vacation home rental applicant" shall mean the person(s) or entity(ies) who apply for a vacation home rental permit by submitting and signing a vacation home rental application. A vacation home rental applicant may be an owner(s) of the dwelling unit, an agent(s), or another authorized representative(s) of an owner of the dwelling unit.

"Vacation home rental permit" shall mean a permit issued to the property owner and pursuant to the provisions of this chapter that allows the use of a dwelling unit as a short-term rental.

"Vacation home rental property" shall mean a parcel of real property, as shown on the latest equalized tax assessment roll as maintained by the assessor of the county of El Dorado, upon which a vacation home rental(s) is (are) maintained. "Vacation home rental property" includes the premises upon which a vacation home rental is located, including parking areas, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, spas, tennis and paddleboard courts, and other similar and related improvements.

"Waitlist" shall mean the list of vacation home rental permit applicants the city manager maintains when the number of vacation home rental permits issued in residential areas exceeds the cap of 1,200, to be maintained in the order each application is deemed complete and used when vacation home rental permits become available.

3.50.380 Vacation home rentals – General provisions.

A. Vacation Home Rentals Allowed. Subject to the provisions of this article, vacation home rentals shall be permitted within the city.

B. Vacation Home Rental Permit Required to Operate. It shall be unlawful for any person or entity to rent, maintain, facilitate, advertise or list a dwelling unit as a short-term rental without a valid vacation home rental permit issued pursuant to this article.

C. Vacation Home Rental Permits Nontransferable.

1. Permit – Site Specific. It shall be unlawful for any person to give, grant or otherwise transfer a vacation home rental permit from one dwelling unit to another.

2. Transfer of Permits Prohibited. All permits issued by the city pursuant to this article shall be nontransferable to a different person or entity to whom said permit was issued.

(a) Notwithstanding subsection (C)(2) of this section, a permit may be transferred from one owner of a vacation home rental to another owner of the vacation home rental as long as the transferee was an owner of the vacation home rental at the time the vacation

home rental application was submitted to the city, and a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes.

3. Upon any change of ownership of a vacation home rental property, an initial vacation home rental application shall be submitted pursuant to SLTCC 3.50.390(A).

D. Multifamily Dwelling Units and Condominiums.

1. It shall be unlawful to rent, lease, use or operate a multifamily dwelling unit as a vacation home rental.

2. Condominiums are eligible for vacation home rental permits, except for condominiums that are part of a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq. and which condominiums are subject to a prohibition on short-term rentals adopted by the common interest development pursuant to Cal. Civ. Code § 4741, as may be amended.

~~2. Notwithstanding subsection (D)(1) of this section, owners of multifamily dwelling units that are condominiums and had a valid vacation home rental permit at such condominium on September 1, 2016, may apply for a vacation home rental permit for said multifamily dwelling unit and will be issued or denied a permit or renewal permit based on the criteria of SLTCC 3.50.410.~~

E. Agency and Property Management.

1. An owner may retain an agent to comply with the requirements of this article, including, without limitation, the filing of an application for a vacation home rental permit, the management of the vacation home rental, and compliance with the conditions of the permit. The owner of the vacation home rental is responsible for compliance with the provisions of this article and the failure of an agent to comply with this article shall not relieve the owner of their obligations as set forth in this article.

2. In residential areas ~~outside the tourist core area plan~~, owners are required to designate and maintain a property manager at all times.

F. ~~Anticlustering Requirements~~Cap. The total number of vacation home rental permits issued in residential areas shall not exceed 1,200.

~~1. Outside of the tourist core area plan, a vacation home rental shall not operate on a parcel located within 150 feet of another parcel outside of the tourist core area plan with a vacation home rental permit.~~

~~2. No more than one vacation home rental shall operate on a parcel.~~

~~3. Distances under this subsection shall be calculated as a straight line from any parcel line of the permitted vacation home rental property to the parcel line of any other parcel. Locational restrictions shall apply to an entire parcel if any portion of the parcel is located within the applicable buffer zone.~~

~~4. Notwithstanding subsection (F)(1) of this section, condominiums are exempt from the anti- clustering requirements, meaning that no buffer zone around condominiums is required, and condominiums are not subject to buffer zones around other vacation home rental properties.~~

G. Transient occupancy tax shall be assessed for vacation home rentals.

H. Permits and Fees Not Exclusive. Permits and fees required by this article shall be in addition to any license, permit or fee required under any provision of the city code. The issuance of any permit pursuant to this article shall not relieve the owner of the vacation home rental from their obligation to comply with all other provisions of the city code pertaining to use and occupancy of the vacation home rental.

I. No more than one vacation home rental shall operate on a parcel.

3.50.390 Vacation home rental application procedures.

A. Initial Applications.

1. All persons or entities interested in operating a vacation home rental may submit a vacation home rental application along with the application fee in an amount set forth in the city's master fee schedule. ~~For applications in areas where vacation home rentals were previously prohibited under Measure T, the city council may, by resolution, set an initial application period for applicants whose vacation home rental permit at the same property that is in good standing and was not renewed in 2021 because of Measure T, and for applicants whose qualified vacation home rental permit at the same property is in good standing and became void in April 2025 because of the court's judgment in the Measure T lawsuit. Applications in such areas that are submitted by applicants not qualifying for the initial application period will not be accepted until the initial application period has expired.~~

2. It shall be the applicant's responsibility to provide all information and materials required to comply with the vacation home rental application submittal requirements.

3. The filing date of the vacation home rental application shall be the date when the city manager officially receives the last submission of information or materials required by subsection (B) of this section and the application is deemed complete. If the city manager determines an application submittal is incomplete, a vacation home rental applicant shall be notified of such incompleteness within 30 calendar days of receipt of the vacation home rental application by the city manager. If the city manager does not receive a complete application within 30 calendar days of providing notice of incompleteness, the city manager shall no longer consider that application and the application shall be deemed withdrawn.

4. All vacation home rental applications which have been deemed complete by the city manager shall be reviewed and processed in the order of the application's filing date.

5. Once an application is deemed complete, the city manager shall make reasonable efforts to schedule an inspection of the vacation home rental within 14 days. Vacation home rental applicants shall have 45 days to make all changes and improvements to the vacation home rental which are required by the city pursuant to the inspection. If the vacation home rental applicant fails to make all changes and improvements to the vacation home rental within 45

days of the inspection, said applicant's vacation home rental application shall be deemed withdrawn.

6. The city manager shall continue to review applications and inspect vacation home rental properties until all applications have been reviewed, or in residential areas, until the city can issue no further vacation home rental permits based on the cap in SLTCC 3.50.380(F), and then shall maintain a waitlist. The city shall issue no more than 150 vacation home rental permits per month.

7. Inspections Required in Residential Areas.

(a) The city manager shall inspect all dwelling units in residential areas for compliance with this article prior to issuing a vacation home rental permit for said dwelling unit.

(b) Vacation home rental permit applicants may be required to make improvements or changes to the proposed vacation home rental property in order to ensure that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property and that no health and safety violations which threaten the well-being of guests, neighbors or the community are present at the vacation home rental property, including compliance with defensible space requirements of California Public Resources Code Section 4291, as may be amended.

(c) Notwithstanding subsections (A)(7)(a) and (A)(7)(b) of this section, inspections shall not be required for vacation home rental renewal applications.

~~(d) Notwithstanding subsections (A)(7)(a) and (A)(7)(b) of this section, inspections shall not be required for vacation home rentals located in the tourist core area plan.~~

B. Vacation Home Rental Application and Renewal Application Filing Requirements.

1. Vacation home rental applications and renewal applications shall be submitted on forms provided by the city manager and shall include, but not be limited to, the following information:

(a) Owner(s) name(s).

(b) Property manager contact information, in residential areas including local contact number with 24-hour, seven days a week availability for reporting violations. Any change in the property manager and local contact number shall be promptly furnished to the city manager.

(c) Square footage of home.

(d) Owner mailing address.

(e) Proposed vacation home rental address and assessor's parcel number.

(f) Vacation home rental permit number, if existing vacation home rental.

(g) Number of bedrooms in vacation home rental.

(h) Number of paved parking spaces on the vacation home rental property.

(i) Identification of outdoor hot tub, if any.

~~(j) Permit number and expiration date of prior vacation home rental permit or qualified vacation home rental permit held by owner(s) at proposed vacation home rental property, if any.~~

2. Vacation home rental applications and renewal applications filed by agents, representatives, or authorized representatives of the owner of the vacation home rental property shall include a declaration that such application is being made with the consent of the vacation home rental owner.

3. Vacation home rental applications and renewal applications shall be accompanied by a declaration that any and all applicable covenants, conditions and restrictions are consistent with and would not prohibit issuance of a vacation home rental permit for the proposed property.

4. The vacation home rental application and renewal application shall be accompanied by an application fee in an amount set forth by separate resolution of the city council which amount is calculated to recover the city's full cost of reviewing, issuing and administering said permit.

5. If a renewal application is denied, and the applicant wishes to operate a vacation home rental, the applicant must initiate a vacation home rental application by filing an initial application and complying with the procedures of subsection (A) of this section.

3.50.400 Expiration and renewal of vacation home rental permits.

A. Vacation home rental permits shall expire one year after their issuance.

B. Vacation home rental permits must be renewed on an annual basis prior to expiration by filing with the city manager a renewal application and a renewal fee.

C. If a timely renewal application is filed, the vacation home rental permit shall not expire until the date that the city manager approves or denies the renewal application. If a timely renewal application is not filed, the vacation home rental permit shall expire and shall be considered null and void.

D. A renewal application shall be subject to all filing requirements set forth in SLTCC 3.50.390(B).

E. The city manager shall issue or deny a renewal application in accordance with the provisions of SLTCC 3.50.410(C).

3.50.410 Review, issuance and denial of vacation home rental permit applications.

A. Vacation home rental permits shall only be issued to the owner(s) of the vacation home rental property.

B. Criteria for Issuance – Initial Application. The city manager shall issue a vacation home rental permit where they make all of the following findings:

1. The vacation home rental application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. In residential areas, inspection of the vacation home rental property has shown that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property, that no health and safety violations which threaten the wellbeing of guests, neighbors or the community are present at the vacation home rental property, that the defensible space requirements of California Public Resources Code Section 4291, as may be amended, are met, and that the applicable requirements of SLTCC 3.50.440 are met including verifying the parking areas set forth on the application, the required interior and exterior signage, lighting, and that the required noise and video monitoring devices are installed and operational.

3. Neither the vacation home rental property nor the vacation home rental applicant has received three or more upheld citations within any three events and/or calls for service for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

4. The vacation home rental property contains sufficient paved parking spaces to accommodate the maximum number of occupants. All required parking shall be constructed on the vacation home rental property prior to operation as a vacation home rental.

5. The proposed vacation home rental would ~~comply with the anti-clustering requirements~~not exceed the cap of 1,200 vacation home rental permits in ~~of~~ SLTCC 3.50.380(F).

C. Criteria for Issuance – Renewal Application. The city manager shall issue a renewed vacation home rental permit where they make all of the following findings:

1. The renewal application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. There have not been three or more upheld citations issued for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this subsection, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental permit has not lapsed, expired, been revoked, or suspended.

4. The vacation home rental is current on transient occupancy taxes and has paid all said taxes to the city in full by the date upon which said taxes became due.

5. The vacation home rental permit has not been transferred to another person, entity, or property.

D. Criteria for Denial. Vacation home rental permits shall not be issued or renewed where the city manager confirms that one or more of the criteria for issuance set forth in subsections (B) and (C) of this section have not been met. If the city manager denies the vacation home rental application or renewal application, they shall specify in writing the reasons for the denial and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to SLTCC 3.50.430.

3.50.420 Revocation of vacation home rental permit.

A. A vacation home rental permit issued under the terms of this article shall be revoked by the city manager at any time if they conclude any of the following:

1. The vacation home rental is not current on transient occupancy taxes and has not paid all said taxes to the city in full by the date upon which said taxes became due.

2. There have been three or more upheld citations for violations of the city code which citations were issued during three separate events and/or calls for service for violations of the city code at the vacation home rental within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental applicant has submitted a vacation home rental application containing a material misrepresentation or omission of a material fact.

4. There has been a transfer or an attempt to transfer a vacation home rental permit to another person, entity or property.

B. A vacation home rental permit suspended or revoked pursuant to this section shall be deemed to be expired and shall no longer authorize the operation of a vacation home rental.

3.50.430 Appeal from city manager's determination.

An applicant or any interested party who disagrees with the city manager's decision to issue, deny, revoke, or suspend a vacation home rental permit may appeal that decision to ~~the planning commission~~a hearing officer in accordance with the appeal provisions of Chapter 2.35 SLTCC. The ~~planning commission~~hearing officer's decision shall be final and is not subject to further administrative appeals.

3.50.440 Conditions of operation.

All vacation home rental properties shall be operated, maintained, and managed on a day-to-day basis in compliance with the following operational conditions and requirements, irrespective of whether they are being used as a vacation home rental at a given time. In residential areas ~~outside the tourist core area plan~~, the owner shall designate and maintain a property manager to ensure compliance with the conditions set forth in this section. Violation of any of the below conditions of operation shall subject the owner to citation in accordance with SLTCC 3.50.450. Additionally, violation of conditions of operation set forth in subsections (A), (C), (H), (K), (L), (O), (Q), and (R) of this section shall subject any occupant found violating such condition to citation in accordance with SLTCC 3.50.450.

A. Maximum Occupancy.

1. Occupancy of the vacation home rental shall be limited by (1) the number of paved parking spaces on the vacation home rental property as shown in Table 1 of this subsection, and (2) the number of bedrooms in the property as shown in Tables 2(a) and 2(b) of this subsection, whichever is lesser. For purposes of this subsection, occupancy shall be calculated by the number of persons present at the vacation home rental property at any given time.

Table 1. Number of Paved Parking Spaces Establishing Maximum Occupancy

Number of Parking Spaces	Maximum Occupancy
1	4
2	8
3	12
4	16
5	20

Table 2(a). Number of Bedrooms Establishing Maximum Occupancy (~~Within Tourist Core Area Plan~~Outside Residential Areas)

Number of Bedrooms	Maximum Occupancy
Studio	4
1	6
2	8
3	10
4	12
5	14

Table 2(b). Number of Bedrooms Establishing Maximum Occupancy (~~Outside Tourist Core Area Plan~~In Residential Areas)

Number of Bedrooms	Maximum Occupancy
Studio	2
1	2
2	4

Number of Bedrooms	Maximum Occupancy
3	6
4	8
5	10

~~Within the tourist core area plan~~Outside residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental with one or more bedrooms shall be calculated by multiplying the number of bedrooms by two and adding four. ~~Outside the tourist core area plan~~In residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental shall be calculated by multiplying the number of bedrooms by two. For vacation home rentals with one or more bedrooms, up to five children aged 13 and under do not count towards the maximum occupancy. For studios, up to two children aged 13 and under do not count towards the maximum occupancy.

The voluntary reduction of occupancy in order to reduce fees is not permitted.

The requirements of this subsection limiting maximum occupancy based on number of parking spaces shall not apply to any vacation home rental that is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations regarding parking for occupants of vacation home rentals within such common interest development.

B. Each parking space required for a vacation home rental permit shall remain available for vacation home rental occupants. Each parking space shall be no less than nine feet wide and 19 feet long.

C. Commercial Activity Prohibited. Vacation home rentals shall not be used for commercial activities, including, but not limited to, weddings, receptions and large parties. All occupants of the vacation home rental shall be notified of the prohibition against commercial activities prior to the reservation, rental, or lease of a vacation home rental.

D. The owner of the vacation home rental shall be responsible for compliance with all provisions of the South Lake Tahoe City Code.

E. The owner of the vacation home rental shall post a copy of the permit and a copy of the conditions set forth in this section in a conspicuous place within the vacation home rental property.

F. All marketing and advertising of the vacation home rental shall include the vacation home rental permit number issued by the city. In residential areas, all marketing and advertising of the vacation home rental shall include a statement that the property is in a residential area and is subject to enhanced regulations and enforcement to prevent disturbances and preserve neighborhood character.

G. The owner shall agree to and authorize the city to enter the vacation home rental for the purpose of inspections when the city has received complaints of substandard housing conditions and/or has been made aware of substandard housing conditions.

H. Use of all outdoor spas or hot tubs shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m.

I. Interior Signage. Vacation home rentals shall have a clearly visible and legible notice posted on or directly adjacent to the inside of the front door, containing the following information:

1. The name of the property manager and a telephone number enabled for text messaging at which that person may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The parking rules for seasonal snow removal;

5. The trash pickup day and notification that solid waste and recyclables shall not be left or stored on the exterior of the property except in a bear box or animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC;

6. Notification that an occupant may be cited and fined for creating a disturbance or for violating any provision(s) of this article; and

7. Notification that failure to conform to the parking and occupancy limits of the vacation home rental is a violation of this article.

J. Exterior Signage. Vacation home rentals shall have a clearly visible and legible exterior sign, posted in a location which is visible from the adjacent right-of-way, containing the following information:

1. The name of the property manager and owner of the vacation home rental, and a telephone number at which the property manager may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The telephone number of the police department vacation home rental hotline, and the police department’s email address;

5. This section of the South Lake Tahoe City Code.

K. Parking. Occupants of vacation home rentals shall not park on areas of the vacation home rental property not designated as parking spaces or on any other private property without permission.

L. Noise. In addition to all noise standards set forth in the city code and TRPA Code, the use of any equipment generating noise and the use of outdoor amplified music, speakers or other amplified equipment is prohibited between the hours of 10:00 p.m. and 8:00 a.m.

M. Emergency lighting (which may consist of plug-in or permanently installed systems) shall be installed, maintained and functional within the home at all times.

N. Any lights used to illuminate a vacation home rental property shall be designed so as to not spray onto adjoining properties and adjacent rights-of-way.

O. Parking of commercial vehicle(s) on vacation home rental property, except temporarily for durations of less than four hours, shall be prohibited.

P. Records of every night for which the vacation home rental is rented, including the name and contact information of the tenant who has arranged to rent the vacation home rental, the rental rate, the number of occupants per night, and the number of vehicles, shall be maintained for a minimum period of three years before such records are discarded or destroyed. Such records shall be made available to the city within 15 business days upon written request from the city.

Q. Camping and sleeping in tents, travel trailers, campers or recreational vehicles shall not be permitted on the vacation home rental property.

R. Trash.

1. Owners are responsible for compliance with all requirements for sorting, disposal, storage, and collection of solid waste, recyclables, and yard trimmings in Chapter 4.150 SLTCC. Solid waste and recyclables shall not be left or stored on the exterior of the property except in a container(s) within a bear box or in an animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC. Owners are required to acquire and use an animal-resistant recycling cart within 30 days of receiving notice from the city or its franchisee that such recycling carts are available.

2. If a bear box is installed on the vacation home rental property, then all solid waste shall be stored in said bear box until collection. All bear boxes shall remain functional and maintained so as to ensure that wildlife cannot access trash. The requirements of this subsection shall not apply to any person whose vacation home rental is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations requiring and enforcing the regular disposal of trash within such common interest development.

3. For vacation home rental properties with a bear box installed, Table 1 of this subsection establishes the number of trash cans within bear boxes required.

Table 1. Minimum Number of Trash Cans Within Bear Box

Size of Home	Number of Trash Cans

Size of Home	Number of Trash Cans
Less than 2,500 square feet	2
2,500 – 3,500 square feet	3
Greater than 3,500 square feet	4

4. Vacation home rental owners and property managers shall arrange for the necessary level of trash pick-up, drop-off, or other trash removal from the property so as to ensure that no trash is left on the street, exterior of the dwelling unit, or the right-of-way.

S. Owner or authorized agent shall include the vacation home rental permit number on all contracts, rental agreements, and in any advertising or websites depicting the vacation home rental.

T. Transient Occupancy Tax. The owner of the vacation home rental shall remit all transient occupancy tax payments and comply with Article II of this chapter. The owner or agent shall report the number of room nights rented for each vacation home rental when remitting transient occupancy tax payments.

U. For properties ~~outside the tourist core area plan~~in residential areas, the property manager shall meet the occupants either in person or virtually to check them in at the beginning of each vacation home rental to, at a minimum:

1. Verify the identities of all responsible party(ies) entering into a vacation home rental contract; ~~and~~

2. Verify that all responsible party(ies) entering into a vacation home rental contract are 25 years of age or older; and

2. Ensure that the property manager and responsible party(ies) have signed the good neighbor contract certifying that the property manager has reviewed the conditions of operation of this section with the responsible party(ies), which good neighbor contract shall be maintained for three years and made available to the city upon written request within 15 business days.

V. For properties ~~outside the tourist core area plan~~in residential areas, the owner shall install indoor noise and outdoor video monitoring devices to immediately alert the property manager 24 hours a day, seven days a week, of potential violations of the conditions of operation of this SLTCC 3.50.440, including those conditions of operation related to noise, trash, and parking. The purpose of this requirement is to provide property managers with access to real-time information to allow them to prevent nuisances before neighbors are disturbed and to prevent violations of the conditions of operation.

W. For properties ~~outside the tourist core area plan~~in residential areas, the property manager shall provide and maintain a local contact number with 24-hour, seven days a week, availability for receiving reports of violations from the city and neighbors, and the property manager shall be

available to respond in person within 60 minutes to such complaints, 24 hours a day, seven days a week.

3.50.450 Enforcement.

A. Any use or condition caused or permitted to exist in violation of any provision of this article shall be and hereby is declared a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure Section 731 or any other remedy available to the city.

B. Any use or condition caused or permitted to exist in violation of any provision of this article shall be subject to citation in an amount set forth by separate resolution of the city council.

C. The city may issue a citation based wholly or in part on photographic, video, or audio recorded evidence provided by a third party upon submission of a signed affidavit from the person who took the photograph or made the recording authenticating the evidence, if a preponderance of the evidence shows that a violation occurred.

D. Appeals of citations are subject to Chapter 2.30 SLTCC, except for any appeal of a third citation within a 24-month period resulting in revocation of a vacation home rental permit is subject to Chapter 2.35 SLTCC, and will be heard by ~~the planning commission~~a hearing officer along with the appeal of the permit revocation under SLTCC 3.50.430.

3.50.460 No property rights conferred.

Vacation home rental permits shall not be construed as providing property rights or vested interests and entitlements in continued operation of a vacation home rental. Vacation home rental permits are revocable licenses which expire annually. Vacation home rental permits shall not run with the land.

3.50.370 Definitions.

"Bear box" shall have the same meaning as set forth in SLTCC 4.150.010.

~~"Buffer zone" shall mean the area within 150 feet of any property line of a vacation home rental property, except for condominiums, as measured using the city of South Lake Tahoe's geographic information system data.~~

"City manager" shall mean the city manager as set forth in Chapter 2.10 SLTCC, or their designee.

"Condominium" shall mean a dwelling unit in a residential development that is under a legal arrangement specifying that the unit is individually owned but the common areas are owned, controlled, and maintained through an organization consisting of all individual owners.

"Dwelling unit" shall mean a building, or portion thereof, that contains living facilities including provisions for sleeping, eating, cooking, and sanitation for the exclusive use of one or more people maintaining a household, not including city-approved hotels, motels, bed and breakfasts, or timeshares.

"Electronic signature" shall have the same meaning as set forth in SLTCC 2.40.010.

"Good neighbor contract" shall mean a document prepared by the city manager that summarizes the conditions of operations in SLTCC 3.50.440 for which occupants are responsible for compliance and subject to citation for violating, to be signed by wet or electronic signature before or during check-in by the property manager and the responsible party(ies) entering into a vacation home rental contract for each vacation home rental in areas outside the tourist core area plan.

"Multifamily dwelling unit" shall mean a dwelling unit that is attached, meaning that it shares at least one wall, floor, or ceiling with at least one other dwelling unit.~~,~~ ~~except that c~~Condominiums ~~within the tourist core area plan~~ are not considered multifamily dwelling units.

"Occupant" shall mean any person who is on or in a vacation home rental property other than service providers, whether or not the person stays overnight.

"Owner" shall mean the person(s) or entity(ies) that hold legal or equitable title to a dwelling unit.

"Property manager" shall mean the person designated by the owner to implement the requirements of SLTCC 3.50.440 in residential areas ~~outside the tourist core area plan~~. The owner or an agent designated by the owner may serve as the property manager.

"Renewal application" shall mean an application for a renewed vacation home rental permit which application may be submitted by the vacation home rental applicant.

"Rent" shall have that definition set forth in SLTCC 3.00.010.

"Residential areas" shall mean areas zoned for residential use and excluding all areas within the Tourist Core Area Plan, Tahoe Valley Area Plan, Sierra-Tract Commercial Plan Area Statement,

South Y Industrial Tract Community Plan, and Bijou/Al Tahoe Community Plan Districts 1, 2, 3, and 4, and parcels zoned for recreational use.

"Vacation home rental" shall mean the rent or rental of an entire dwelling unit by the owner or agent to another person or group of persons for occupancy, dwelling, lodging, or sleeping purposes for a period of less than 30 consecutive calendar days. The rental of units within city-approved hotels, motels, time-shares, and bed and breakfasts shall not be considered to be vacation home rentals.

"Vacation home rental applicant" shall mean the person(s) or entity(ies) who apply for a vacation home rental permit by submitting and signing a vacation home rental application. A vacation home rental applicant may be an owner(s) of the dwelling unit, an agent(s), or another authorized representative(s) of an owner of the dwelling unit.

"Vacation home rental permit" shall mean a permit issued to the property owner and pursuant to the provisions of this chapter that allows the use of a dwelling unit as a short-term rental.

"Vacation home rental property" shall mean a parcel of real property, as shown on the latest equalized tax assessment roll as maintained by the assessor of the county of El Dorado, upon which a vacation home rental(s) is (are) maintained. "Vacation home rental property" includes the premises upon which a vacation home rental is located, including parking areas, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, spas, tennis and paddleboard courts, and other similar and related improvements.

"Waitlist" shall mean the list of vacation home rental permit applicants the city manager maintains when the number of vacation home rental permits issued in residential areas exceeds the cap of 1,200, to be maintained in the order each application is deemed complete and used when vacation home rental permits become available.

3.50.380 Vacation home rentals – General provisions.

A. Vacation Home Rentals Allowed. Subject to the provisions of this article, vacation home rentals shall be permitted within the city.

B. Vacation Home Rental Permit Required to Operate. It shall be unlawful for any person or entity to rent, maintain, facilitate, advertise or list a dwelling unit as a short-term rental without a valid vacation home rental permit issued pursuant to this article.

C. Vacation Home Rental Permits Nontransferable.

1. Permit – Site Specific. It shall be unlawful for any person to give, grant or otherwise transfer a vacation home rental permit from one dwelling unit to another.

2. Transfer of Permits Prohibited. All permits issued by the city pursuant to this article shall be nontransferable to a different person or entity to whom said permit was issued.

(a) Notwithstanding subsection (C)(2) of this section, a permit may be transferred from one owner of a vacation home rental to another owner of the vacation home rental as long as the transferee was an owner of the vacation home rental at the time the vacation

home rental application was submitted to the city, and a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes.

3. Upon any change of ownership of a vacation home rental property, an initial vacation home rental application shall be submitted pursuant to SLTCC 3.50.390(A).

D. Multifamily Dwelling Units and Condominiums.

1. It shall be unlawful to rent, lease, use or operate a multifamily dwelling unit as a vacation home rental.

2. Condominiums are eligible for vacation home rental permits, except for condominiums that are part of a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq. and which condominiums are subject to a prohibition on short-term rentals adopted by the common interest development pursuant to Cal. Civ. Code § 4741, as may be amended.

~~2. Notwithstanding subsection (D)(1) of this section, owners of multifamily dwelling units that are condominiums and had a valid vacation home rental permit at such condominium on September 1, 2016, may apply for a vacation home rental permit for said multifamily dwelling unit and will be issued or denied a permit or renewal permit based on the criteria of SLTCC 3.50.410.~~

E. Agency and Property Management.

1. An owner may retain an agent to comply with the requirements of this article, including, without limitation, the filing of an application for a vacation home rental permit, the management of the vacation home rental, and compliance with the conditions of the permit. The owner of the vacation home rental is responsible for compliance with the provisions of this article and the failure of an agent to comply with this article shall not relieve the owner of their obligations as set forth in this article.

2. In residential areas ~~outside the tourist core area plan~~, owners are required to designate and maintain a property manager at all times.

F. Anti-clustering Requirements and Cap.

1. The total number of vacation home rental permits issued in residential areas shall not exceed 1,200.

~~1. Outside of the tourist core area plan, a vacation home rental shall not operate on a parcel located within 150 feet of another parcel outside of the tourist core area plan with a vacation home rental permit.~~

2. No more than one vacation home rental shall operate on a parcel.

3. In residential areas, no vacation home rental may operate on a parcel adjacent to a parcel that has a vacation home rental permit, meaning that the parcels share a common parcel line between them.

~~3. Distances under this subsection shall be calculated as a straight line from any parcel line of the permitted vacation home rental property to the parcel line of any other parcel. Locational restrictions shall apply to an entire parcel if any portion of the parcel is located within the applicable buffer zone.~~

~~4. Notwithstanding subsection (F)(1) of this section, condominiums are exempt from the anti- clustering requirements, meaning that no buffer zone around condominiums is required, and condominiums are not subject to buffer zones around other vacation home rental properties.~~

G. Transient occupancy tax shall be assessed for vacation home rentals.

H. Permits and Fees Not Exclusive. Permits and fees required by this article shall be in addition to any license, permit or fee required under any provision of the city code. The issuance of any permit pursuant to this article shall not relieve the owner of the vacation home rental from their obligation to comply with all other provisions of the city code pertaining to use and occupancy of the vacation home rental.

3.50.390 Vacation home rental application procedures.

A. Initial Applications.

1. All persons or entities interested in operating a vacation home rental may submit a vacation home rental application along with the application fee in an amount set forth in the city's master fee schedule. ~~For applications in areas where vacation home rentals were previously prohibited under Measure T, the city council may, by resolution, set an initial application period for applicants whose vacation home rental permit at the same property that is in good standing and was not renewed in 2021 because of Measure T, and for applicants whose qualified vacation home rental permit at the same property is in good standing and became void in April 2025 because of the court's judgment in the Measure T lawsuit. Applications in such areas that are submitted by applicants not qualifying for the initial application period will not be accepted until the initial application period has expired.~~

2. It shall be the applicant's responsibility to provide all information and materials required to comply with the vacation home rental application submittal requirements.

3. The filing date of the vacation home rental application shall be the date when the city manager officially receives the last submission of information or materials required by subsection (B) of this section and the application is deemed complete. If the city manager determines an application submittal is incomplete, a vacation home rental applicant shall be notified of such incompleteness within 30 calendar days of receipt of the vacation home rental application by the city manager. If the city manager does not receive a complete application within 30 calendar days of providing notice of incompleteness, the city manager shall no longer consider that application and the application shall be deemed withdrawn.

4. All vacation home rental applications which have been deemed complete by the city manager shall be reviewed and processed in the order of the application's filing date.

5. Once an application is deemed complete, the city manager shall make reasonable efforts to schedule an inspection of the vacation home rental within 14 days. Vacation home rental

applicants shall have 45 days to make all changes and improvements to the vacation home rental which are required by the city pursuant to the inspection. If the vacation home rental applicant fails to make all changes and improvements to the vacation home rental within 45 days of the inspection, said applicant's vacation home rental application shall be deemed withdrawn.

6. The city manager shall continue to review applications and inspect vacation home rental properties until all applications have been reviewed, or in residential areas, until the city can issue no further vacation home rental permits based on the cap in SLTCC 3.50.380(F)(1), and then shall maintain a waitlist. The city shall issue no more than 150 vacation home rental permits per month.

7. Inspections Required in Residential Areas.

(a) The city manager shall inspect all dwelling units in residential areas for compliance with this article prior to issuing a vacation home rental permit for said dwelling unit.

(b) Vacation home rental permit applicants may be required to make improvements or changes to the proposed vacation home rental property in order to ensure that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property and that no health and safety violations which threaten the well-being of guests, neighbors or the community are present at the vacation home rental property, including compliance with defensible space requirements of California Public Resources Code Section 4291, as may be amended.

(c) Notwithstanding subsections (A)(7)(a) and (A)(7)(b) of this section, inspections shall not be required for vacation home rental renewal applications.

~~(d) Notwithstanding subsections (A)(7)(a) and (A)(7)(b) of this section, inspections shall not be required for vacation home rentals located in the tourist core area plan.~~

B. Vacation Home Rental Application and Renewal Application Filing Requirements.

1. Vacation home rental applications and renewal applications shall be submitted on forms provided by the city manager and shall include, but not be limited to, the following information:

(a) Owner(s) name(s).

(b) Property manager contact information, in residential areas including local contact number with 24-hour, seven days a week availability for reporting violations. Any change in the property manager and local contact number shall be promptly furnished to the city manager.

(c) Square footage of home.

(d) Owner mailing address.

(e) Proposed vacation home rental address and assessor's parcel number.

(f) Vacation home rental permit number, if existing vacation home rental.

(g) Number of bedrooms in vacation home rental.

(h) Number of paved parking spaces on the vacation home rental property.

(i) Identification of outdoor hot tub, if any.

~~(j) Permit number and expiration date of prior vacation home rental permit or qualified vacation home rental permit held by owner(s) at proposed vacation home rental property, if any.~~

2. Vacation home rental applications and renewal applications filed by agents, representatives, or authorized representatives of the owner of the vacation home rental property shall include a declaration that such application is being made with the consent of the vacation home rental owner.

3. Vacation home rental applications and renewal applications shall be accompanied by a declaration that any and all applicable covenants, conditions and restrictions are consistent with and would not prohibit issuance of a vacation home rental permit for the proposed property.

4. The vacation home rental application and renewal application shall be accompanied by an application fee in an amount set forth by separate resolution of the city council which amount is calculated to recover the city's full cost of reviewing, issuing and administering said permit.

5. If a renewal application is denied, and the applicant wishes to operate a vacation home rental, the applicant must initiate a vacation home rental application by filing an initial application and complying with the procedures of subsection (A) of this section.

3.50.400 Expiration and renewal of vacation home rental permits.

A. Vacation home rental permits shall expire one year after their issuance.

B. Vacation home rental permits must be renewed on an annual basis prior to expiration by filing with the city manager a renewal application and a renewal fee.

C. If a timely renewal application is filed, the vacation home rental permit shall not expire until the date that the city manager approves or denies the renewal application. If a timely renewal application is not filed, the vacation home rental permit shall expire and shall be considered null and void.

D. A renewal application shall be subject to all filing requirements set forth in SLTCC 3.50.390(B).

E. The city manager shall issue or deny a renewal application in accordance with the provisions of SLTCC 3.50.410(C).

3.50.410 Review, issuance and denial of vacation home rental permit applications.

A. Vacation home rental permits shall only be issued to the owner(s) of the vacation home rental property.

B. Criteria for Issuance – Initial Application. The city manager shall issue a vacation home rental permit where they make all of the following findings:

1. The vacation home rental application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. In residential areas, inspection of the vacation home rental property has shown that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property, that no health and safety violations which threaten the wellbeing of guests, neighbors or the community are present at the vacation home rental property, that the defensible space requirements of California Public Resources Code Section 4291, as may be amended, are met, and that the applicable requirements of SLTCC 3.50.440 are met including verifying the parking areas set forth on the application, the required interior and exterior signage, lighting, and that the required noise and video monitoring devices are installed and operational.

3. Neither the vacation home rental property nor the vacation home rental applicant has received three or more upheld citations within any three events and/or calls for service for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

4. The vacation home rental property contains sufficient paved parking spaces to accommodate the maximum number of occupants. All required parking shall be constructed on the vacation home rental property prior to operation as a vacation home rental.

5. The proposed vacation home rental would comply with the anti-clustering requirements and would not exceed the cap of 1,200 vacation home rental permits in ~~of~~ SLTCC 3.50.380(F).

C. Criteria for Issuance – Renewal Application. The city manager shall issue a renewed vacation home rental permit where they make all of the following findings:

1. The renewal application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. There have not been three or more upheld citations issued for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this subsection, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental permit has not lapsed, expired, been revoked, or suspended.

4. The vacation home rental is current on transient occupancy taxes and has paid all said taxes to the city in full by the date upon which said taxes became due.

5. The vacation home rental permit has not been transferred to another person, entity, or property.

D. Criteria for Denial. Vacation home rental permits shall not be issued or renewed where the city manager confirms that one or more of the criteria for issuance set forth in subsections (B) and (C) of this section have not been met. If the city manager denies the vacation home rental application or renewal application, they shall specify in writing the reasons for the denial and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to SLTCC 3.50.430.

3.50.420 Revocation of vacation home rental permit.

A. A vacation home rental permit issued under the terms of this article shall be revoked by the city manager at any time if they conclude any of the following:

1. The vacation home rental is not current on transient occupancy taxes and has not paid all said taxes to the city in full by the date upon which said taxes became due.

2. There have been three or more upheld citations for violations of the city code which citations were issued during three separate events and/or calls for service for violations of the city code at the vacation home rental within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental applicant has submitted a vacation home rental application containing a material misrepresentation or omission of a material fact.

4. There has been a transfer or an attempt to transfer a vacation home rental permit to another person, entity or property.

B. A vacation home rental permit suspended or revoked pursuant to this section shall be deemed to be expired and shall no longer authorize the operation of a vacation home rental.

3.50.430 Appeal from city manager's determination.

An applicant or any interested party who disagrees with the city manager's decision to issue, deny, revoke, or suspend a vacation home rental permit may appeal that decision to ~~the planning commission~~a hearing officer in accordance with the appeal provisions of Chapter 2.35 SLTCC. The ~~planning commission~~hearing officer's decision shall be final and is not subject to further administrative appeals.

3.50.440 Conditions of operation.

All vacation home rental properties shall be operated, maintained, and managed on a day-to-day basis in compliance with the following operational conditions and requirements, irrespective of whether they are being used as a vacation home rental at a given time. In residential areas ~~outside the tourist core area plan~~, the owner shall designate and maintain a property manager to ensure compliance with the conditions set forth in this section. Violation of any of the below conditions of operation shall subject the owner to citation in accordance with SLTCC 3.50.450.

Additionally, violation of conditions of operation set forth in subsections (A), (C), (H), (K), (L), (O), (Q), and (R) of this section shall subject any occupant found violating such condition to citation in accordance with SLTCC 3.50.450.

A. Maximum Occupancy.

1. Occupancy of the vacation home rental shall be limited by (1) the number of paved parking spaces on the vacation home rental property as shown in Table 1 of this subsection, and (2) the number of bedrooms in the property as shown in Tables 2(a) and 2(b) of this subsection, whichever is lesser. For purposes of this subsection, occupancy shall be calculated by the number of persons present at the vacation home rental property at any given time.

Table 1. Number of Paved Parking Spaces Establishing Maximum Occupancy

Number of Parking Spaces	Maximum Occupancy
1	4
2	8
3	12
4	16
5	20

Table 2(a). Number of Bedrooms Establishing Maximum Occupancy
(~~Within Tourist Core Area Plan~~Outside Residential Areas)

Number of Bedrooms	Maximum Occupancy
Studio	4
1	6
2	8
3	10
4	12
5	14

Table 2(b). Number of Bedrooms Establishing Maximum Occupancy (~~Outside Tourist Core Area Plan~~In Residential Areas)

Number of Bedrooms	Maximum Occupancy
Studio	2
1	2
2	4
3	6
4	8
5	10

~~Within the tourist core area plan~~Outside residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental with one or more bedrooms shall be calculated by multiplying the number of bedrooms by two and adding four. ~~Outside the tourist core area plan~~In residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental shall be calculated by multiplying the number of bedrooms by two. For vacation home rentals with one or more bedrooms, up to five children aged 13 and under do not count towards the maximum occupancy. For studios, up to two children aged 13 and under do not count towards the maximum occupancy.

The voluntary reduction of occupancy in order to reduce fees is not permitted.

The requirements of this subsection limiting maximum occupancy based on number of parking spaces shall not apply to any vacation home rental that is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations regarding parking for occupants of vacation home rentals within such common interest development.

B. Each parking space required for a vacation home rental permit shall remain available for vacation home rental occupants. Each parking space shall be no less than nine feet wide and 19 feet long.

C. Commercial Activity Prohibited. Vacation home rentals shall not be used for commercial activities, including, but not limited to, weddings, receptions and large parties. All occupants of the vacation home rental shall be notified of the prohibition against commercial activities prior to the reservation, rental, or lease of a vacation home rental.

D. The owner of the vacation home rental shall be responsible for compliance with all provisions of the South Lake Tahoe City Code.

E. The owner of the vacation home rental shall post a copy of the permit and a copy of the conditions set forth in this section in a conspicuous place within the vacation home rental property.

F. All marketing and advertising of the vacation home rental shall include the vacation home rental permit number issued by the city. In residential areas, all marketing and advertising of the vacation home rental shall include a statement that the property is in a residential area and is subject to enhanced regulations and enforcement to prevent disturbances and preserve neighborhood character.

G. The owner shall agree to and authorize the city to enter the vacation home rental for the purpose of inspections when the city has received complaints of substandard housing conditions and/or has been made aware of substandard housing conditions.

H. Use of all outdoor spas or hot tubs shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m.

I. Interior Signage. Vacation home rentals shall have a clearly visible and legible notice posted on or directly adjacent to the inside of the front door, containing the following information:

1. The name of the property manager and a telephone number enabled for text messaging at which that person may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The parking rules for seasonal snow removal;

5. The trash pickup day and notification that solid waste and recyclables shall not be left or stored on the exterior of the property except in a bear box or animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC;

6. Notification that an occupant may be cited and fined for creating a disturbance or for violating any provision(s) of this article; and

7. Notification that failure to conform to the parking and occupancy limits of the vacation home rental is a violation of this article.

J. Exterior Signage. Vacation home rentals shall have a clearly visible and legible exterior sign, posted in a location which is visible from the adjacent right-of-way, containing the following information:

1. The name of the property manager and owner of the vacation home rental, and a telephone number at which the property manager may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The telephone number of the police department vacation home rental hotline, and the police department's email address;

5. This section of the South Lake Tahoe City Code.

K. Parking. Occupants of vacation home rentals shall not park on areas of the vacation home rental property not designated as parking spaces or on any other private property without permission.

L. Noise. In addition to all noise standards set forth in the city code and TRPA Code, the use of any equipment generating noise and the use of outdoor amplified music, speakers or other amplified equipment is prohibited between the hours of 10:00 p.m. and 8:00 a.m.

M. Emergency lighting (which may consist of plug-in or permanently installed systems) shall be installed, maintained and functional within the home at all times.

N. Any lights used to illuminate a vacation home rental property shall be designed so as to not spray onto adjoining properties and adjacent rights-of-way.

O. Parking of commercial vehicle(s) on vacation home rental property, except temporarily for durations of less than four hours, shall be prohibited.

P. Records of every night for which the vacation home rental is rented, including the name and contact information of the tenant who has arranged to rent the vacation home rental, the rental rate, the number of occupants per night, and the number of vehicles, shall be maintained for a minimum period of three years before such records are discarded or destroyed. Such records shall be made available to the city within 15 business days upon written request from the city.

Q. Camping and sleeping in tents, travel trailers, campers or recreational vehicles shall not be permitted on the vacation home rental property.

R. Trash.

1. Owners are responsible for compliance with all requirements for sorting, disposal, storage, and collection of solid waste, recyclables, and yard trimmings in Chapter 4.150 SLTCC. Solid waste and recyclables shall not be left or stored on the exterior of the property except in a container(s) within a bear box or in an animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC. Owners are required to acquire and use an animal-resistant recycling cart within 30 days of receiving notice from the city or its franchisee that such recycling carts are available.

2. If a bear box is installed on the vacation home rental property, then all solid waste shall be stored in said bear box until collection. All bear boxes shall remain functional and maintained so as to ensure that wildlife cannot access trash. The requirements of this subsection shall not apply to any person whose vacation home rental is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association

governing the common interest development has implemented rules or regulations requiring and enforcing the regular disposal of trash within such common interest development.

3. For vacation home rental properties with a bear box installed, Table 1 of this subsection establishes the number of trash cans within bear boxes required.

Table 1. Minimum Number of Trash Cans Within Bear Box

Size of Home	Number of Trash Cans
Less than 2,500 square feet	2
2,500 – 3,500 square feet	3
Greater than 3,500 square feet	4

4. Vacation home rental owners and property managers shall arrange for the necessary level of trash pick-up, drop-off, or other trash removal from the property so as to ensure that no trash is left on the street, exterior of the dwelling unit, or the right-of-way.

S. Owner or authorized agent shall include the vacation home rental permit number on all contracts, rental agreements, and in any advertising or websites depicting the vacation home rental.

T. Transient Occupancy Tax. The owner of the vacation home rental shall remit all transient occupancy tax payments and comply with Article II of this chapter. The owner or agent shall report the number of room nights rented for each vacation home rental when remitting transient occupancy tax payments.

U. For properties ~~outside the tourist core area plan~~in residential areas, the property manager shall meet the occupants either in person or virtually to check them in at the beginning of each vacation home rental to, at a minimum:

1. Verify the identities of all responsible party(ies) entering into a vacation home rental contract; ~~and~~

2. Verify that all responsible party(ies) entering into a vacation home rental contract are 25 years of age or older; and

2. Ensure that the property manager and responsible party(ies) have signed the good neighbor contract certifying that the property manager has reviewed the conditions of operation of this section with the responsible party(ies), which good neighbor contract shall be maintained for three years and made available to the city upon written request within 15 business days.

V. For properties ~~outside the tourist core area plan~~in residential areas, the owner shall install indoor noise and outdoor video monitoring devices to immediately alert the property manager 24

hours a day, seven days a week, of potential violations of the conditions of operation of this SLTCC 3.50.440, including those conditions of operation related to noise, trash, and parking. The purpose of this requirement is to provide property managers with access to real-time information to allow them to prevent nuisances before neighbors are disturbed and to prevent violations of the conditions of operation.

W. For properties ~~outside the tourist core area plan~~in residential areas, the property manager shall provide and maintain a local contact number with 24-hour, seven days a week, availability for receiving reports of violations from the city and neighbors, and the property manager shall be available to respond in person within 60 minutes to such complaints, 24 hours a day, seven days a week.

3.50.450 Enforcement.

A. Any use or condition caused or permitted to exist in violation of any provision of this article shall be and hereby is declared a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure Section 731 or any other remedy available to the city.

B. Any use or condition caused or permitted to exist in violation of any provision of this article shall be subject to citation in an amount set forth by separate resolution of the city council.

C. The city may issue a citation based wholly or in part on photographic, video, or audio recorded evidence provided by a third party upon submission of a signed affidavit from the person who took the photograph or made the recording authenticating the evidence, if a preponderance of the evidence shows that a violation occurred.

D. Appeals of citations are subject to Chapter 2.30 SLTCC, except for any appeal of a third citation within a 24-month period resulting in revocation of a vacation home rental permit is subject to Chapter 2.35 SLTCC, and will be heard by ~~the planning commissiona~~ hearing officer along with the appeal of the permit revocation under SLTCC 3.50.430.

3.50.460 No property rights conferred.

Vacation home rental permits shall not be construed as providing property rights or vested interests and entitlements in continued operation of a vacation home rental. Vacation home rental permits are revocable licenses which expire annually. Vacation home rental permits shall not run with the land.

2.35.070 Appeal hearings.

The hearing officer, board, commission or council of the city shall, upon timely receipt of a notice of appeal that complies with this chapter, schedule a hearing on the appeal. The hearing officer, board, commission or council shall either (1) make findings of fact at the appeal hearing, which findings of fact are based upon the evidence submitted and determine whether grounds exist for denial of the appeal; or (2) make findings of fact after the appeal hearing and in writing, notifying the appellant of the hearing officer, board, commission, or council's decision.

Table 2.35.070 sets forth the various appealable actions and matters as well as the officer, board, commission or council charged with the responsibility of hearing each appealable action and matter. Intermediary appeals shall be first made to the intermediary appeal officer or board. Appeals of decisions made by the intermediary appeal officer or board may be made to the final appeal officer or board. The decision of the final appeal officer or board shall be final and may not be appealed.

Table 2.35.070: Appealable Actions and Matters

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Tax Determinations	3.20.060 3.20.110	Tax Collector	City Council
Emergency Communication System Access Fee	3.30.170	Finance Director	City Manager
Business and Professions Tax and License	3.35.170 3.35.260	None	City Council
Business Classification	3.35.310	Tax Collector	City Council
Revocation of Business Permit by the Chief of Police for Violation of California Health and Safety Section 11364.5	3.35.420	None	City Manager
Transient Lodging Tax Redetermination	3.50.130	Finance Director	City Manager
Transient Lodging: Occupancy and Permits	3.50.040	Planning Commission	City Council
Vacation Home Rental Permit	3.50.430	None	~~Planning Commission~~Hearing Officer
Vacation Home Rental Permit Third Citation and Revocation	3.50.450	None	~~Planning Commission~~Hearing Officer

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Animal Control Fees	4.05.080	None	City Council
Massage	4.15.040	None	City Council
Bingo Permit	4.20.060	None	City Council
Mobile Vending Permit	4.35.080	None	City Council
Alcohol Use Permit	4.70.130	None	City Council
Escort Permit Grant, Denial, Suspension or Revocation	4.70.200	City Manager	City Council
Private Patrol Permit	4.140.090	None	City Council
False Alarm Permit	4.145.070	None	City Manager
Refuse and Garbage	4.150.025	None	City Council
Taxicab Suspension or Revocation of Permit	4.155.110	None	City Manager
Cannabis Public Safety License	4.180.050	None	City Council
Hazardous Vegetation and Defensible Space	5.30.100	None	Hearing Officer
Land Use Development Standards	6.10.090 6.10.250	See 6.10.090 Table 1	See 6.10.090 Table 1
Housing: Unit Determination	6.25.080	None	City Council
Multifamily Dwelling Inspection and Maintenance Program	6.30.170	None	Building Board of Appeals
Plan Line Setback: Building Permit	6.35.060	None	Planning Commission
Signs	6.40.270	Planning Commission	City Council
Trees	6.50.040 6.50.180	None	City Council
Condominium Conversion	6.55.210	Planning Commission	City Council
Use Permit and Variances	6.55.220 6.55.580 6.55.590	Planning Commission	City Council
Special Events and	6.55.230	Planning Commission	City Council

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Temporary Use Permit			
Hosted Rental Permit	6.55.295	None	Planning Commission
Cannabis Use Permit	6.55.770	None	City Council
Floodplain Management	6.65.160	None	City Council
Mobile Vending Location	6.70.060	Planning Commission	City Council
Wireless Facility Permits	6.75.040 6.75.080	Planning Commission	City Council
Urban Runoff and Storm Water Quality Violations	7.15.180	Public Works Director	City Council
Grading, Erosion, and Sediment Control Decisions	7.20.260	None	Public Works Director

OFFICE OF THE CITY ATTORNEY
CITY OF SOUTH LAKE TAHOE

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South Lake Tahoe, CA 96150
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MEMORANDUM

To: City of South Lake Tahoe Planning Commission
From: Dan Bardzell, Assistant City Attorney
Date: September 8, 2025

Re: Response to Planning Commission Questions Regarding Vacation Home Rental ("VHR") Permit Requirements

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At its meeting on August 21, 2025, the Planning Commission requested additional information regarding the requirements of the City Code for the purpose of assisting its deliberations in the Vacation Home Rental Application Denial Appeal for 759 Lakeview Avenue, APN 026-022-009, which was continued to September 18. The purpose of this memorandum is to provide that information.

Questions Presented and Brief Answers:

1. The Superior Court of California struck down Measure T as unconstitutional. Should this be considered by the Planning Commission in deciding VHR permit denial appeals?

No, the court ruling is not relevant to the issues to be decided on appeal.

2. Should citations issued during the effective period of Measure T still be considered as "upheld citations" for the purpose of an appeal despite the fact that the El Dorado County Superior Court subsequently determined Measure T is unconstitutional and enjoined enforcement of Measure T prospectively?

Yes. The judgment in the Measure T lawsuit has no impact on upheld citations issued during the effective period of Measure T.

3. Various types of conduct pertaining to VHRs can constitute a violation of the South Lake Tahoe City Code ("SLTCC"). For example, an owner listing a property for short-term vacation home rental without a VHR permit would be a violation. Owners can also be cited for failure to follow various other SLTCC VHR requirements, such as those pertaining to parking and noise. Should different types of violations be given different weight, i.e., can one type of violation be more significant than another under the City Code, in Planning Commission's consideration of VHR permit denial appeals?

No, the relevant provisions of the SLTCC do not attribute different weight to different kinds of violations.

4. SLTCC provides for a permanent ban on a person holding a VHR permit when such a person has received three or more upheld citations issued for violations of SLTCC which citations were issued during three separate events and/or calls for service within any twenty-four-month period. What legislative history can be located regarding whether or not City Council intended the ban to be permanent?

While the legislative history would not be relevant to the issues to be decided on appeal since the plain language of the relevant SLTCC provision is clear, no legislative history on this issue could be found.

5. Planning Commission opined that it may be possible for a VHR owner to be cited for a violation on consecutive dates and not receive notice of a citation for one event before being cited for a subsequent event. What legislative history can be located regarding whether or not City Council considered this when adopting the VHR requirements?

While the legislative history is not relevant to the issues to be decided on appeal since the plain language of the relevant SLTCC provision is clear, the legislative history of this provision suggests that City Council was not concerned about providing time for notice of one citation before issuing another citation for a subsequent event.

Discussion:

For appeals from certain staff decisions such as denials of VHR permit applications, the Planning Commission's role is to hear evidence and testimony from involved parties, deliberate on the evidence and testimony presented, and vote on whether to grant the relief or action sought. Planning Commission's decision-making authority with respect to VHR permit denial appeals is limited to applying the rules that City Council has set forth in the VHR Ordinance.

Additionally, if the plain language of the VHR Ordinance is clear, then there is no need to look outside the language of the Ordinance for legislative intent or other extraneous information. See *Lopez v. Sony Electronics, Inc.*, 5 Cal.5th 627, 634 (2018) ("If the statutory language is clear and unambiguous [. . .], the plain meaning of the statute is controlling, and [. . .] resort to extrinsic sources to determine the Legislature's intent is unnecessary[.]") (further citation omitted); *CIM*

Urban Reit 211 Main St. (SF), LP v. City and County of San Francisco, 75 Cal.App.5th 939, 969-970 (2022) ("In construing the Ordinance, we apply the same rules of interpretation applicable to statutes.")

1. The Judgment issued in *South Lake Tahoe Property Owners Group v. The City of South Lake Tahoe*, Superior Court Case No. SC20180243 (the "Measure T case") has no bearing on the issues to be decided on appeal.

On April 3, 2025, the court issued a Judgment including declaratory relief, stating that "Measure T is stricken in its entirety" and that "Measure T is void as a matter of law under the Dormant Commerce Clause," and prospective injunctive relief ordering the City "to cease implementation and enforcement of Measure T." In doing so, the Judgment ordered prospective relief only. *See Gafcon, Inc. v. Posner & Assoc.*, 98 Cal. App. 4th 1388, 1404 (2002) ("declaratory relief operates prospectively only"). The instant appeal involves citations issued from the City's prior enforcement of the rules then in place -- all prior to the April 2025 Judgment -- and thus is not affected by the Judgment.

2. Citations issued during the effective period of Measure T are still "upheld citations" under the plain language of SLTCC 3.50.410(B)(3).

Citations issued during the effective period of Measure T are still considered "upheld citations" despite the fact that the Superior Court of California subsequently determined Measure T is unconstitutional for the reasons set forth in paragraph 1, above. The Superior Court's Judgment in the Measure T case granted, in pertinent part, prospective, i.e., forward-looking, injunctive relief. This means the Judgment in that case does not invalidate citations issued while Measure T was in place.

a. The SLTCC's prohibition on advertising VHRs without a valid VHR permit pre-dates Measure T.

SLTCC 3.50.380(B), adopted pre-Measure T, makes it unlawful to advertise a short-term VHR without a valid VHR permit. Advertising a VHR without a permit would be in violation of SLTCC as it existed prior to, during, and after Measure T.

Ordinance 2018-1120 (Adopted August 21, 2018, i.e., prior to Measure T) provides in pertinent part:

> [South Lake Tahoe City Code] 3.50.410 Review, Issuance and Denial of Vacation Home Rental Permit Applications
> **A.** Vacation home rental permits shall only be issued to the owner(s) of the vacation home rental property.
> **B.** Criteria for Issuance - Initial Application
> The Director of Development Services shall issue a vacation home rental permit where he/she makes all of the following findings: [. . .]

> **3.** Neither the vacation home rental property, nor the vacation home rental applicant has received three or more upheld citations within any three events and/or calls for service for violations of the City Code which citations were issued during three separate events and/or calls for service within any twenty-four month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed. [. . .]
>
> **D.** Criteria for Denial
> Vacation home rental permits shall not be issued or renewed where the Director of Development Services confirms that one or more of the criteria for issuance set forth in SLTCC sections 3.50.410(B) and (C) have not been met[.]

On November 6, 2018, the voters of the City of South Lake Tahoe passed Measure T — a citizens' initiative to limit the use of homes as short-term VHRs. Measure T went into effect on December 20, 2018. Thus, the SLTCC requirement prompting the denial of a VHR permit if a person has received three or more upheld citations during three separate events and/or calls for service within any twenty-four month period was in place prior to Measure T.

3. SLTCC does not attribute different weight to different types of violations of SLTCC VHR requirements for the purpose of determining VHR permit ineligibility.

The current version of SLTCC 3.50.410(B) as well as the versions in effect prior to and during Measure T all provide that a person is not eligible to obtain a VHR permit if there have been three or more upheld citations issued for violations of the city code which citations were issued during three separate events and/or calls for service within any twenty-four-month period. *See* SLTCC 3.50.410(B)(3); Ordinance 2018-1120 (including historical version of SLTCC 3.50.410; Measure T (same).

No distinction is made among the various types of conduct which could result in an upheld citation — for example, advertising a property as a short-term VHR without a permit, or violation of parking, noise or trash rules. SLTCC does not provide for different types of violations to be given different weight nor is there any basis in SLTCC for the Planning Commission to assign different weight to different types of violations when deciding VHR permit denial appeals.

4. While legislative history regarding the permanence of an intended ban would not be relevant to the issues to be decided on appeal since the plain language of SLTCC 3.50.410 is clear, no legislative history on this issue could be found.

The plain language of SLTCC 3.50.410 provides that neither the "property" or the "applicant" is eligible for a VHR permit if they received "three or more upheld citations issued for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period." SLTCC 3.50.410(B)(3). This provision provides no time limit on the duration of the property's or applicant's ineligibility to obtain a VHR permit once such

circumstances have occurred. This means such a person is permanently banned from obtaining a VHR permit for that particular property.

No legislative history regarding this permanence issue was located. Nor would any legislative history allow Planning Commission to alter the permanence of the ban, since SLTCC VHR permit eligibility requirements are clear and provide no mechanism for a person who is ineligible for a VHR permit to later receive one.

5. City Council considered and excluded proposed language that would have otherwise required that there be twenty-four hours between each citation in order to reach the threshold for VHR permit ineligibility.

A Planning Commissioner opined at its August 21, 2025 meeting that it may be possible for a person/property to be cited for a violation on consecutive dates and not receive notice of the initial citation before being cited a second time. The Planning Commission requested additional information regarding what legislative history, if any, exists regarding whether or not City Council considered this when adopting the VHR permit ineligibility requirements.

Although no direct Council discussion regarding subsequent noticing before a previous notice is received by an owner could be located, City Council did consider the issue of timing between citations counting towards the three citations needed to make a person ineligible to hold a VHR permit. This issue was considered by City Council during their July 17, 2018 first reading of Ordinance 2018-1120, which was later adopted on August 21, 2018.

City Council considered including language that would require each of the three citations needed to make a person ineligible to hold a VHR permit to be twenty-four hours apart. The Council discussed that if three different problems or incidents occurred, they should count towards the three strikes needed for ineligibility, regardless of the time between incidents. City Council ultimately excluded the language that would have otherwise required twenty-four hours between each citation in order to reach the three-citation threshold for VHR permit ineligibility. (*See* video recording of the July 17, 2018 South Lake Tahoe City Council meeting, video time stamp 1:00:30-1:19:35.)

Regardless, this legislative history has no impact on the plain language of SLTCC. As discussed above, SLTCC simply requires that, to count towards the three upheld citations needed to make a person ineligible for a VHR permit, the three citations must pertain to "three separate events and/or calls for service within any 24-month period." SLTCC 3.50.410(B)(3). It follows that, for example, three cited events on consecutive days would appropriately result in the denial of such a permit in accordance with SLTCC 3.50.410(B)(3), regardless of when the notice of the initial citation is actually received by the VHR owner.

cc: City Manager
City Attorney

Column

OFFICIAL AD PROOF

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Notice ID: xkdR0UegXWdOC8FyX0yz | **Proof Updated: Oct. 05, 2025 at 06:53am PDT**
Notice Name: VHR Ordinance First Reading PH | Publisher ID: 381099

See Proof on Next Page

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NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090, 65091, and 65854 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on **October 21, 2025 at 5:30 p.m.,** or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following:

First Reading of Vacation Home Rental (VHR) Ordinance Amendment, City Code Article V of Chapter 3.50, and finding that the Ordinance Amendment is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance Amendments may have a significant effect on the environment and section 15308 because it is amending a regulatory process to protect the environment.

Summary: At its meeting on September 9, 2025, City Council passed a motion by a vote of 4-1 requesting amendments to the VHR Ordinance to either:

Version 1: 150-foot buffer is replaced with a cap of no more than 1,200 VHR permits in residential areas; a minimum age of 25 is established to rent a VHR; attached condominiums are allowed to get VHR permits unless the applicable homeowners association rules prohibit VHRs; requires advertising platforms to include "family friendly" language for VHRs in residential areas; appeals of permit denials go to an independent hearing officer instead of the Planning Commission ; commercial and recreational areas are regulated with rules applicable to the Tourist Core Area Plan; and room night reporting is required.

Version 2: 150-foot buffer is replaced with a prohibition of properties with VHR permits being adjacent to each other; all other changes are the same as Version 1.

Version 1 and Version 2 of the proposed ordinance would make these changes. The City Council is asked to hold a first reading (by title only) of either Version 1 or Version 2 and refer second reading and adoption to the meeting on November 4, 2025. The proposed ordinance does not amend or change any zoning designation within the city.

Any interested person may appear at the public hearing and present written testimony or speak in favor or against the project proposal. Pursuant to Government Code Section 65009(b)(2), if you challenge the above application in court, you may be limited to raising only those issues, you, or someone else, raised at the public hearing described in this notice, or in written correspondence delivered to the South Lake Tahoe City Council at, or prior to, the public hearing. Written testimony may be addressed to the City Council in care of the City Clerk to PublicComment@cityofslt.us or mailed to 1901 Lisa Maloff Way, Suite 206, South Lake Tahoe, CA 96150.

City Council agendas and related staff reports are available at least 72 hours in advance of regular meetings on the City Council page of the City's website www.cityofslt.us or by contacting the City Clerk.

Published: October 10, 2025

Ordinance 2025-XXX

Adopted by the City of South Lake Tahoe City Council

November 4, 2025

An Ordinance Amending Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) and Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code to Modify the Regulation of Vacation Home Rentals

FINDINGS

A. Pursuant to Article XI, Section 7 of the California Constitution, the City may make and enforce all regulations and ordinances using its police powers.

B. The City has regulated Vacation Home Rentals ("VHRs"), currently defined as the rental of an entire dwelling unit for less than 30 days, since the adoption of Ordinance No. 928 on January 21, 2003.

C. Between 2015-2018, the City Council held more than 17 public meetings with dozens of hours of public comment at which the City Council deliberated regulations related to, nuisances created by, and the benefits and costs of VHRs within the City. At those public meetings, the City Council, staff, and community members expressed concern about excessive noise, disorderly conduct, vandalism, overcrowding, traffic, congestion, illegal parking, and accumulation of trash and refuse at or around VHRs located outside the Tourist Core. During that time, the City expended resources in responding to numerous citizen complaints pertaining to VHRs, which required rapid response from police, fire, paramedic, and other City personnel.

D. Measure T was a citizens initiative that passed in the election of November 6, 2018. Beginning after a phase-out period, Measure T prohibited VHRs in certain areas of the City where they had previously been permitted, including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017.

E. Soon after Measure T passed, an organization called South Lake Tahoe Property Owners Group filed a lawsuit challenging Measure T on various grounds, El Dorado County Superior Court Case No. SC20180243. In February 2021, Measure T was upheld in its entirety by the El Dorado County Superior Court, and Plaintiff filed an appeal. The court of appeal affirmed the superior court's judgment upholding Measure T, except that it remanded the case for the trial court to consider whether the "permanent resident" exception in the Qualified VHR provisions of Measure T violates the dormant Commerce Clause of the U.S. Constitution. At no time during the lawsuit was an injunction in place prohibiting the implementation of Measure T's

prohibition on VHRs in certain areas of the City including residentially-zoned areas, multifamily dwellings, and areas added to the Tourist Core after 2017, such that VHRs in these areas were phased out by the end of 2021 as required by Measure T.

F. On March 13, 2025, the El Dorado County Superior Court issued a ruling finding that the Qualified VHR provisions are unconstitutional because they impermissibly discriminate against interstate commerce, and that these provisions are not severable from the remainder of Measure T, requiring that Measure T be struck down in its entirety.

G. On April 1, 2025, the City Council unanimously adopted Ordinance No. 2025-1193, establishing a temporary, forty-five (45) day moratorium on the issuance of Vacation Home Rental permits for Vacation Home Rentals in areas where such permits were prohibited by Measure T, pursuant to California Government Code section 65858(a). On May 6, 2025, City Council adopted urgency ordinance (Ordinance No. 2025-1196) by a four-fifths vote (with Councilmember Jinkens voting no) to extend the temporary moratorium through June 19, 2025.

H. On April 22, 2025, the City Council received a staff report and passed a motion by a vote of 3-2 (Mayor Pro Tem Bass and Councilmember Robbins voting no) to make certain amendments to the pre-Measure T VHR regulations that were in place as of November 2018.

I. On May 6, 2025, City Council passed a motion by a vote of 4-1 (Councilmember Robbins voting no) to make further amendments to the proposed ordinance and bring back that ordinance for a first reading on June 3, 2025.

J. On June 3, 2025, City Council passed a motion to hold a first reading (by title only) by a vote of 3-2 (Councilmembers Jinkens and Robbins no), and on June 17, 2025, City Council voted to pass the ordinance by a vote of 4-1 (Councilmember Robbins no), and directed staff to bring back an update to the City Council meeting on September 9, 2025, to discuss potential further amendments to that ordinance.

K. On September 9, 2025, City Council passed a motion by a vote of 4-1 (Councilmember Robbins no) to bring back two versions of this Ordinance for consideration: one version, in which: the 150-foot buffer is replaced with a cap of no more than 1,200 VHR permits in residential areas, a minimum age of 25 is established to rent a VHR, attached condominiums are allowed to get VHR permits unless the applicable homeowners association rules prohibit VHRs, requires advertising platforms to include “family friendly” language for VHRs in residential areas, appeals of permit denials go to an independent hearing officer instead of the Planning Commission, commercial and recreational areas are regulated with rules applicable to the Tourist Core Area Plan, and room night reporting is required; and a second version (this Ordinance) that includes the same changes except that the 150-foot buffer is replaced with a prohibition of properties with VHR permits being adjacent to each other.

L. Related amendments to Table 2.35.070 (Appealable Actions and Matters) are included in this Ordinance to clarify that appeal decisions of VHR permit denials and revocations go to a hearing officer and not Planning Commission.

M. On October 10, 2025, notice of this public hearing was published in the Tahoe Daily Tribune pursuant to California Government Code section 65090.

Now, Therefore, the City Council of City of South Lake Tahoe does ordain as follows:

SECTION 1. Article V (Vacation Home Rentals) of Chapter 3.50 (Transient Lodging) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

3.50.370 Definitions.

"Bear box" shall have the same meaning as set forth in SLTCC 4.150.010.

"City manager" shall mean the city manager as set forth in Chapter 2.10 SLTCC, or their designee.

"Condominium" shall mean a dwelling unit in a residential development that is under a legal arrangement specifying that the unit is individually owned but the common areas are owned, controlled, and maintained through an organization consisting of all individual owners.

"Dwelling unit" shall mean a building, or portion thereof, that contains living facilities including provisions for sleeping, eating, cooking, and sanitation for the exclusive use of one or more people maintaining a household, not including city-approved hotels, motels, bed and breakfasts, or timeshares.

"Electronic signature" shall have the same meaning as set forth in SLTCC 2.40.010.

"Good neighbor contract" shall mean a document prepared by the city manager that summarizes the conditions of operations in SLTCC 3.50.440 for which occupants are responsible for compliance and subject to citation for violating, to be signed by wet or electronic signature before or during check-in by the property manager and the responsible party(ies) entering into a vacation home rental contract for each vacation home rental in areas outside the tourist core area plan.

"Multifamily dwelling unit" shall mean a dwelling unit that is attached, meaning that it shares at least one wall, floor, or ceiling with at least one other dwelling unit. Condominiums are not considered multifamily dwelling units.

"Occupant" shall mean any person who is on or in a vacation home rental property other than service providers, whether or not the person stays overnight.

"Owner" shall mean the person(s) or entity(ies) that hold legal or equitable title to a dwelling unit.

"Property manager" shall mean the person designated by the owner to implement the requirements of SLTCC 3.50.440 in residential areas. The owner or an agent designated by the owner may serve as the property manager.

"Renewal application" shall mean an application for a renewed vacation home rental permit which application may be submitted by the vacation home rental applicant.

"Rent" shall have that definition set forth in SLTCC 3.00.010.

"Residential areas" shall mean areas zoned for residential use and excluding all areas within the Tourist Core Area Plan, Tahoe Valley Area Plan, Sierra-Tract Commercial Plan Area Statement,

South Y Industrial Tract Community Plan, and Bijou/Al Tahoe Community Plan Districts 1, 2, 3, and 4, and parcels zoned for recreational use.

“Vacation home rental” shall mean the rent or rental of an entire dwelling unit by the owner or agent to another person or group of persons for occupancy, dwelling, lodging, or sleeping purposes for a period of less than 30 consecutive calendar days. The rental of units within city-approved hotels, motels, time-shares, and bed and breakfasts shall not be considered to be vacation home rentals.

“Vacation home rental applicant” shall mean the person(s) or entity(ies) who apply for a vacation home rental permit by submitting and signing a vacation home rental application. A vacation home rental applicant may be an owner(s) of the dwelling unit, an agent(s), or another authorized representative(s) of an owner of the dwelling unit.

“Vacation home rental permit” shall mean a permit issued to the property owner and pursuant to the provisions of this chapter that allows the use of a dwelling unit as a short-term rental.

“Vacation home rental property” shall mean a parcel of real property, as shown on the latest equalized tax assessment roll as maintained by the assessor of the county of El Dorado, upon which a vacation home rental(s) is (are) maintained. “Vacation home rental property” includes the premises upon which a vacation home rental is located, including parking areas, driveways, landscaping, accessory structures, fences, walls, swimming pools, hot tubs, spas, tennis and paddleboard courts, and other similar and related improvements.

“Waitlist” shall mean the list of vacation home rental permit applicants the city manager maintains when the number of vacation home rental permits issued in residential areas exceeds the cap of 1,200, to be maintained in the order each application is deemed complete and used when vacation home rental permits become available.

3.50.380 Vacation home rentals – General provisions.

A. Vacation Home Rentals Allowed. Subject to the provisions of this article, vacation home rentals shall be permitted within the city.

B. Vacation Home Rental Permit Required to Operate. It shall be unlawful for any person or entity to rent, maintain, facilitate, advertise or list a dwelling unit as a short-term rental without a valid vacation home rental permit issued pursuant to this article.

C. Vacation Home Rental Permits Nontransferable.

1. Permit – Site Specific. It shall be unlawful for any person to give, grant or otherwise transfer a vacation home rental permit from one dwelling unit to another.

2. Transfer of Permits Prohibited. All permits issued by the city pursuant to this article shall be nontransferable to a different person or entity to whom said permit was issued.

(a) Notwithstanding subsection (C)(2) of this section, a permit may be transferred from one owner of a vacation home rental to another owner of the vacation home rental as long as the transferee was an owner of the vacation home rental at the time the vacation home rental application was submitted to the city, and a permit may be transferred into a family trust in which an owner is a trustee for estate planning purposes.

3. Upon any change of ownership of a vacation home rental property, an initial vacation home rental application shall be submitted pursuant to SLTCC 3.50.390(A).

D. Multifamily Dwelling Units and Condominiums.

1. It shall be unlawful to rent, lease, use or operate a multifamily dwelling unit as a vacation home rental.

2. Condominiums are eligible for vacation home rental permits, except for condominiums that are part of a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq. and which condominiums are subject to a prohibition on short-term rentals adopted by the common interest development pursuant to Cal. Civ. Code § 4741, as may be amended.

E. Agency and Property Management.

1. An owner may retain an agent to comply with the requirements of this article, including, without limitation, the filing of an application for a vacation home rental permit, the management of the vacation home rental, and compliance with the conditions of the permit. The owner of the vacation home rental is responsible for compliance with the provisions of this article and the failure of an agent to comply with this article shall not relieve the owner of their obligations as set forth in this article.

2. In residential areas, owners are required to designate and maintain a property manager at all times.

F. Anti-clustering Requirements and Cap.

1. The total number of vacation home rental permits issued in residential areas shall not exceed 1,200.

2. No more than one vacation home rental shall operate on a parcel.

3. In residential areas, no vacation home rental may operate on a parcel adjacent to a parcel that has a vacation home rental permit, meaning that the parcels share a common parcel line between them.

G. Transient occupancy tax shall be assessed for vacation home rentals.

H. Permits and Fees Not Exclusive. Permits and fees required by this article shall be in addition to any license, permit or fee required under any provision of the city code. The issuance of any permit pursuant to this article shall not relieve the owner of the vacation home rental from their obligation to comply with all other provisions of the city code pertaining to use and occupancy of the vacation home rental.

3.50.390 Vacation home rental application procedures.

A. Initial Applications.

1. All persons or entities interested in operating a vacation home rental may submit a vacation home rental application along with the application fee in an amount set forth in the city's master fee schedule.

2. It shall be the applicant's responsibility to provide all information and materials required to comply with the vacation home rental application submittal requirements.

3. The filing date of the vacation home rental application shall be the date when the city manager officially receives the last submission of information or materials required by subsection (B) of this section and the application is deemed complete. If the city manager determines an application submittal is incomplete, a vacation home rental applicant shall be notified of such incompleteness within 30 calendar days of receipt of the vacation home rental application by the city manager. If

the city manager does not receive a complete application within 30 calendar days of providing notice of incompleteness, the city manager shall no longer consider that application and the application shall be deemed withdrawn.

4. All vacation home rental applications which have been deemed complete by the city manager shall be reviewed and processed in the order of the application's filing date.

5. Once an application is deemed complete, the city manager shall make reasonable efforts to schedule an inspection of the vacation home rental within 14 days. Vacation home rental applicants shall have 45 days to make all changes and improvements to the vacation home rental which are required by the city pursuant to the inspection. If the vacation home rental applicant fails to make all changes and improvements to the vacation home rental within 45 days of the inspection, said applicant's vacation home rental application shall be deemed withdrawn.

6. The city manager shall continue to review applications and inspect vacation home rental properties until all applications have been reviewed, or in residential areas, until the city can issue no further vacation home rental permits based on the cap in SLTCC 3.50.380(F)(1), and then shall maintain a waitlist. The city shall issue no more than 150 vacation home rental permits per month.

7. Inspections Required in Residential Areas.

(a) The city manager shall inspect all dwelling units in residential areas for compliance with this article prior to issuing a vacation home rental permit for said dwelling unit.

(b) Vacation home rental permit applicants may be required to make improvements or changes to the proposed vacation home rental property in order to ensure that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property and that no health and safety violations which threaten the well-being of guests, neighbors or the community are present at the vacation home rental property, including compliance with defensible space requirements of California Public Resources Code Section 4291, as may be amended.

(c) Notwithstanding subsections (A)(7)(a) and (A)(7)(b) of this section, inspections shall not be required for vacation home rental renewal applications.

B. Vacation Home Rental Application and Renewal Application Filing Requirements.

1. Vacation home rental applications and renewal applications shall be submitted on forms provided by the city manager and shall include, but not be limited to, the following information:

(a) Owner(s) name(s).

(b) Property manager contact information, in residential areas including local contact number with 24-hour, seven days a week availability for reporting violations. Any change in the property manager and local contact number shall be promptly furnished to the city manager.

(c) Square footage of home.

(d) Owner mailing address.

(e) Proposed vacation home rental address and assessor's parcel number.

(f) Vacation home rental permit number, if existing vacation home rental.

(g) Number of bedrooms in vacation home rental.

(h) Number of paved parking spaces on the vacation home rental property.

(i) Identification of outdoor hot tub, if any.

2. Vacation home rental applications and renewal applications filed by agents, representatives, or authorized representatives of the owner of the vacation home rental property shall include a declaration that such application is being made with the consent of the vacation home rental owner.

3. Vacation home rental applications and renewal applications shall be accompanied by a declaration that any and all applicable covenants, conditions and restrictions are consistent with and would not prohibit issuance of a vacation home rental permit for the proposed property.

4. The vacation home rental application and renewal application shall be accompanied by an application fee in an amount set forth by separate resolution of the city council which amount is calculated to recover the city's full cost of reviewing, issuing and administering said permit.

5. If a renewal application is denied, and the applicant wishes to operate a vacation home rental, the applicant must initiate a vacation home rental application by filing an initial application and complying with the procedures of subsection (A) of this section.

3.50.400 Expiration and renewal of vacation home rental permits.

A. Vacation home rental permits shall expire one year after their issuance.

B. Vacation home rental permits must be renewed on an annual basis prior to expiration by filing with the city manager a renewal application and a renewal fee.

C. If a timely renewal application is filed, the vacation home rental permit shall not expire until the date that the city manager approves or denies the renewal application. If a timely renewal application is not filed, the vacation home rental permit shall expire and shall be considered null and void.

D. A renewal application shall be subject to all filing requirements set forth in SLTCC 3.50.390(B).

E. The city manager shall issue or deny a renewal application in accordance with the provisions of SLTCC 3.50.410(C).

3.50.410 Review, issuance and denial of vacation home rental permit applications.

A. Vacation home rental permits shall only be issued to the owner(s) of the vacation home rental property.

B. Criteria for Issuance – Initial Application. The city manager shall issue a vacation home rental permit where they make all of the following findings:

1. The vacation home rental application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. In residential areas, inspection of the vacation home rental property has shown that the proposed vacation home rental property conforms with all plan area statements and building code standards which were in effect at time of construction of the vacation home rental property, that no health and safety violations which threaten the wellbeing of guests, neighbors or the community are present at the vacation home rental property, that the defensible space requirements of California Public Resources Code Section 4291, as may be amended, are met, and that the applicable requirements of SLTCC 3.50.440 are met including verifying the parking

areas set forth on the application, the required interior and exterior signage, lighting, and that the required noise and video monitoring devices are installed and operational.

3. Neither the vacation home rental property nor the vacation home rental applicant has received three or more upheld citations within any three events and/or calls for service for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

4. The vacation home rental property contains sufficient paved parking spaces to accommodate the maximum number of occupants. All required parking shall be constructed on the vacation home rental property prior to operation as a vacation home rental.

5. The proposed vacation home rental would comply with the anti-clustering requirements and would not exceed the cap of 1,200 vacation home rental permits in SLTCC 3.50.380(F).

C. Criteria for Issuance – Renewal Application. The city manager shall issue a renewed vacation home rental permit where they make all of the following findings:

1. The renewal application is complete and the applicant has complied with the submittal requirements of SLTCC 3.50.390(B).

2. There have not been three or more upheld citations issued for violations of the city code which citations were issued during three separate events and/or calls for service within any 24-month period, and the vacation home rental property does not have outstanding fines for any upheld citations. For purposes of this subsection, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental permit has not lapsed, expired, been revoked, or suspended.

4. The vacation home rental is current on transient occupancy taxes and has paid all said taxes to the city in full by the date upon which said taxes became due.

5. The vacation home rental permit has not been transferred to another person, entity, or property.

D. Criteria for Denial. Vacation home rental permits shall not be issued or renewed where the city manager confirms that one or more of the criteria for issuance set forth in subsections (B) and (C) of this section have not been met. If the city manager denies the vacation home rental application or renewal application, they shall specify in writing the reasons for the denial and notify the applicant that the decision shall become final unless the applicant seeks an appeal pursuant to SLTCC 3.50.430.

3.50.420 Revocation of vacation home rental permit.

A. A vacation home rental permit issued under the terms of this article shall be revoked by the city manager at any time if they conclude any of the following:

1. The vacation home rental is not current on transient occupancy taxes and has not paid all said taxes to the city in full by the date upon which said taxes became due.

2. There have been three or more upheld citations for violations of the city code which citations were issued during three separate events and/or calls for service for violations of the city code at

the vacation home rental within any 24-month period. For purposes of this section, upheld citations means citations which were neither overturned on appeal nor dismissed.

3. The vacation home rental applicant has submitted a vacation home rental application containing a material misrepresentation or omission of a material fact.

4. There has been a transfer or an attempt to transfer a vacation home rental permit to another person, entity or property.

B. A vacation home rental permit suspended or revoked pursuant to this section shall be deemed to be expired and shall no longer authorize the operation of a vacation home rental.

3.50.430 Appeal from city manager's determination.

An applicant or any interested party who disagrees with the city manager's decision to issue, deny, revoke, or suspend a vacation home rental permit may appeal that decision to a hearing officer in accordance with the appeal provisions of Chapter 2.35 SLTCC. The hearing officer's decision shall be final and is not subject to further administrative appeals.

3.50.440 Conditions of operation.

All vacation home rental properties shall be operated, maintained, and managed on a day-to-day basis in compliance with the following operational conditions and requirements, irrespective of whether they are being used as a vacation home rental at a given time. In residential areas, the owner shall designate and maintain a property manager to ensure compliance with the conditions set forth in this section. Violation of any of the below conditions of operation shall subject the owner to citation in accordance with SLTCC 3.50.450. Additionally, violation of conditions of operation set forth in subsections (A), (C), (H), (K), (L), (O), (Q), and (R) of this section shall subject any occupant found violating such condition to citation in accordance with SLTCC 3.50.450.

A. Maximum Occupancy.

1. Occupancy of the vacation home rental shall be limited by (1) the number of paved parking spaces on the vacation home rental property as shown in Table 1 of this subsection, and (2) the number of bedrooms in the property as shown in Tables 2(a) and 2(b) of this subsection, whichever is lesser. For purposes of this subsection, occupancy shall be calculated by the number of persons present at the vacation home rental property at any given time.

Table 1. Number of Paved Parking Spaces Establishing Maximum Occupancy

Number of Parking Spaces	Maximum Occupancy
1	4
2	8
3	12
4	16
5	20

Table 2(a). Number of Bedrooms Establishing Maximum Occupancy (Outside Residential Areas)

Number of Bedrooms	Maximum Occupancy
Studio	4
1	6
2	8
3	10
4	12
5	14

Table 2(b). Number of Bedrooms Establishing Maximum Occupancy (In Residential Areas)

Number of Bedrooms	Maximum Occupancy
Studio	2
1	2
2	4
3	6
4	8
5	10

Outside residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental with one or more bedrooms shall be calculated by multiplying the number of bedrooms by two and adding four. In residential areas, where the maximum occupancy for a vacation home rental is based upon the number of bedrooms, occupancy of a vacation home rental shall be calculated by multiplying the number of bedrooms by two. For vacation home rentals with one or more bedrooms, up to five children aged 13 and under do not count towards the maximum occupancy. For studios, up to two children aged 13 and under do not count towards the maximum occupancy.

The voluntary reduction of occupancy in order to reduce fees is not permitted.

The requirements of this subsection limiting maximum occupancy based on number of parking spaces shall not apply to any vacation home rental that is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations regarding parking for occupants of vacation home rentals within such common interest development.

B. Each parking space required for a vacation home rental permit shall remain available for vacation home rental occupants. Each parking space shall be no less than nine feet wide and 19 feet long.

C. Commercial Activity Prohibited. Vacation home rentals shall not be used for commercial activities, including, but not limited to, weddings, receptions and large parties. All occupants of the vacation home rental shall be notified of the prohibition against commercial activities prior to the reservation, rental, or lease of a vacation home rental.

D. The owner of the vacation home rental shall be responsible for compliance with all provisions of the South Lake Tahoe City Code.

E. The owner of the vacation home rental shall post a copy of the permit and a copy of the conditions set forth in this section in a conspicuous place within the vacation home rental property.

F. All marketing and advertising of the vacation home rental shall include the vacation home rental permit number issued by the city. In residential areas, all marketing and advertising of the vacation home rental shall include a statement that the property is in a residential area and is subject to enhanced regulations and enforcement to prevent disturbances and preserve neighborhood character.

G. The owner shall agree to and authorize the city to enter the vacation home rental for the purpose of inspections when the city has received complaints of substandard housing conditions and/or has been made aware of substandard housing conditions.

H. Use of all outdoor spas or hot tubs shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m.

I. Interior Signage. Vacation home rentals shall have a clearly visible and legible notice posted on or directly adjacent to the inside of the front door, containing the following information:

1. The name of the property manager and a telephone number enabled for text messaging at which that person may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The parking rules for seasonal snow removal;

5. The trash pickup day and notification that solid waste and recyclables shall not be left or stored on the exterior of the property except in a bear box or animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC;

6. Notification that an occupant may be cited and fined for creating a disturbance or for violating any provision(s) of this article; and

7. Notification that failure to conform to the parking and occupancy limits of the vacation home rental is a violation of this article.

J. Exterior Signage. Vacation home rentals shall have a clearly visible and legible exterior sign, posted in a location which is visible from the adjacent right-of-way, containing the following information:

1. The name of the property manager and owner of the vacation home rental, and a telephone number at which the property manager may be reached on a 24-hour basis, seven days per week;

2. The maximum number of occupants for the vacation home rental;

3. The maximum number of vehicles permitted to be parked on the vacation home rental property;

4. The telephone number of the police department vacation home rental hotline, and the police department's email address;

5. This section of the South Lake Tahoe City Code.

K. Parking. Occupants of vacation home rentals shall not park on areas of the vacation home rental property not designated as parking spaces or on any other private property without permission.

L. Noise. In addition to all noise standards set forth in the city code and TRPA Code, the use of any equipment generating noise and the use of outdoor amplified music, speakers or other amplified equipment is prohibited between the hours of 10:00 p.m. and 8:00 a.m.

M. Emergency lighting (which may consist of plug-in or permanently installed systems) shall be installed, maintained and functional within the home at all times.

N. Any lights used to illuminate a vacation home rental property shall be designed so as to not spray onto adjoining properties and adjacent rights-of-way.

O. Parking of commercial vehicle(s) on vacation home rental property, except temporarily for durations of less than four hours, shall be prohibited.

P. Records of every night for which the vacation home rental is rented, including the name and contact information of the tenant who has arranged to rent the vacation home rental, the rental rate, the number of occupants per night, and the number of vehicles, shall be maintained for a minimum period of three years before such records are discarded or destroyed. Such records shall be made available to the city within 15 business days upon written request from the city.

Q. Camping and sleeping in tents, travel trailers, campers or recreational vehicles shall not be permitted on the vacation home rental property.

R. Trash.

1. Owners are responsible for compliance with all requirements for sorting, disposal, storage, and collection of solid waste, recyclables, and yard trimmings in Chapter 4.150 SLTCC. Solid waste and recyclables shall not be left or stored on the exterior of the property except in a container(s) within a bear box or in an animal-resistant cart or container approved by the city or its franchisee under Chapter 4.150 SLTCC. Owners are required to acquire and use an animal-resistant recycling cart within 30 days of receiving notice from the city or its franchisee that such recycling carts are available.

2. If a bear box is installed on the vacation home rental property, then all solid waste shall be stored in said bear box until collection. All bear boxes shall remain functional and maintained so as to ensure that wildlife cannot access trash. The requirements of this subsection shall not apply to any person whose vacation home rental is within a common interest development subject to the Davis-Stirling Common Interest Development Act, as set forth in Cal. Civ. Code § 4000 et seq.; provided, that the board of directors of the association governing the common interest development has implemented rules or regulations requiring and enforcing the regular disposal of trash within such common interest development.

3. For vacation home rental properties with a bear box installed, Table 1 of this subsection establishes the number of trash cans within bear boxes required.

Table 1. Minimum Number of Trash Cans Within Bear Box

Size of Home	Number of Trash Cans
Less than 2,500 square feet	2
2,500 – 3,500 square feet	3
Greater than 3,500 square feet	4

4. Vacation home rental owners and property managers shall arrange for the necessary level of trash pick-up, drop-off, or other trash removal from the property so as to ensure that no trash is left on the street, exterior of the dwelling unit, or the right-of-way.

S. Owner or authorized agent shall include the vacation home rental permit number on all contracts, rental agreements, and in any advertising or websites depicting the vacation home rental.

T. Transient Occupancy Tax. The owner of the vacation home rental shall remit all transient occupancy tax payments and comply with Article II of this chapter. The owner or agent shall report the number of room nights rented for each vacation home rental when remitting transient occupancy tax payments.

U. For properties in residential areas, the property manager shall meet the occupants either in person or virtually to check them in at the beginning of each vacation home rental to, at a minimum:

1. Verify the identities of all responsible party(ies) entering into a vacation home rental contract;

2. Verify that all responsible party(ies) entering into a vacation home rental contract are 25 years of age or older; and

2. Ensure that the property manager and responsible party(ies) have signed the good neighbor contract certifying that the property manager has reviewed the conditions of operation of this section with the responsible party(ies), which good neighbor contract shall be maintained for three years and made available to the city upon written request within 15 business days.

V. For properties in residential areas, the owner shall install indoor noise and outdoor video monitoring devices to immediately alert the property manager 24 hours a day, seven days a week, of potential violations of the conditions of operation of this SLTCC 3.50.440, including those conditions of operation related to noise, trash, and parking. The purpose of this requirement is to provide property managers with access to real-time information to allow them to prevent nuisances before neighbors are disturbed and to prevent violations of the conditions of operation.

W. For properties in residential areas, the property manager shall provide and maintain a local contact number with 24-hour, seven days a week, availability for receiving reports of violations from the city and neighbors, and the property manager shall be available to respond in person within 60 minutes to such complaints, 24 hours a day, seven days a week.

3.50.450 Enforcement.
A. Any use or condition caused or permitted to exist in violation of any provision of this article shall be and hereby is declared a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure Section 731 or any other remedy available to the city.

B. Any use or condition caused or permitted to exist in violation of any provision of this article shall be subject to citation in an amount set forth by separate resolution of the city council.

C. The city may issue a citation based wholly or in part on photographic, video, or audio recorded evidence provided by a third party upon submission of a signed affidavit from the person who took the photograph or made the recording authenticating the evidence, if a preponderance of the evidence shows that a violation occurred.

D. Appeals of citations are subject to Chapter 2.30 SLTCC, except for any appeal of a third citation within a 24-month period resulting in revocation of a vacation home rental permit is subject to Chapter 2.35 SLTCC, and will be heard by a hearing officer along with the appeal of the permit revocation under SLTCC 3.50.430.

3.50.460 No property rights conferred.
Vacation home rental permits shall not be construed as providing property rights or vested interests and entitlements in continued operation of a vacation home rental. Vacation home rental permits are revocable licenses which expire annually. Vacation home rental permits shall not run with the land.

SECTION 2. Table 2.35.070 (Appealable Actions and Matters) of the South Lake Tahoe City Code is hereby amended to read in its entirety as follows:

Table 2.35.070: Appealable Actions and Matters

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Tax Determinations	3.20.060 3.20.110	Tax Collector	City Council
Emergency Communication System Access Fee	3.30.170	Finance Director	City Manager
Business and Professions Tax and License	3.35.170 3.35.260	None	City Council
Business Classification	3.35.310	Tax Collector	City Council
Revocation of Business Permit by the Chief of Police for Violation of California Health and Safety Section 11364.5	3.35.420	None	City Manager
Transient Lodging Tax Redetermination	3.50.130	Finance Director	City Manager

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Transient Lodging: Occupancy and Permits	3.50.040	Planning Commission	City Council
Vacation Home Rental Permit	3.50.430	None	Hearing Officer
Vacation Home Rental Permit Third Citation and Revocation	3.50.450	None	Hearing Officer
Animal Control Fees	4.05.080	None	City Council
Massage	4.15.040	None	City Council
Bingo Permit	4.20.060	None	City Council
Mobile Vending Permit	4.35.080	None	City Council
Alcohol Use Permit	4.70.130	None	City Council
Escort Permit Grant, Denial, Suspension or Revocation	4.70.200	City Manager	City Council
Private Patrol Permit	4.140.090	None	City Council
False Alarm Permit	4.145.070	None	City Manager
Refuse and Garbage	4.150.025	None	City Council
Taxicab Suspension or Revocation of Permit	4.155.110	None	City Manager
Cannabis Public Safety License	4.180.050	None	City Council
Hazardous Vegetation and Defensible Space	5.30.100	None	Hearing Officer
Land Use Development Standards	6.10.090 6.10.250	See 6.10.090 Table 1	See 6.10.090 Table 1
Housing: Unit Determination	6.25.080	None	City Council
Multifamily Dwelling Inspection and Maintenance Program	6.30.170	None	Building Board of Appeals
Plan Line Setback: Building Permit	6.35.060	None	Planning Commission
Signs	6.40.270	Planning Commission	City Council
Trees	6.50.040 6.50.180	None	City Council
Condominium Conversion	6.55.210	Planning Commission	City Council

Permit or Action Type	Reference Section	Intermediary Appeal Officer or Board	Final Appeal Officer or Board
Use Permit and Variances	6.55.220 6.55.580 6.55.590	Planning Commission	City Council
Special Events and Temporary Use Permit	6.55.230	Planning Commission	City Council
Hosted Rental Permit	6.55.295	None	Planning Commission
Cannabis Use Permit	6.55.770	None	City Council
Floodplain Management	6.65.160	None	City Council
Mobile Vending Location	6.70.060	Planning Commission	City Council
Wireless Facility Permits	6.75.040 6.75.080	Planning Commission	City Council
Urban Runoff and Storm Water Quality Violations	7.15.180	Public Works Director	City Council
Grading, Erosion, and Sediment Control Decisions	7.20.260	None	Public Works Director

SECTION 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, and under CEQA Guidelines section 15308 because it is amending a regulatory process to protect the environment.

SECTION 5. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

SECTION 6. This Ordinance shall become effective 30 days following its adoption.

Adopted by the City of South Lake Tahoe City Council on November 4, 2025 by the following vote:

Yes:
No:

Abstain:
Absent:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

First Reading:
Published:
Second Reading:
Effective:

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:12

Agenda Item: City Council Resolution in opposition to CA Proposition 50 (Use of Legislative Congressional Redistricting Map Amendment)

Executive Summary: On September 9, 2025 Councilmember Roberts requested that a discussion item on Council opposition to California Proposition 50 (Use of Legislative Congressional Redistricting Map Amendment) be placed on a future agenda and the request was seconded by then Mayor Wallace. California Proposition 50 would amend the California Constitution to authorize temporary changes to congressional district maps. A special election has been scheduled for November 4, 2025, when the measure will appear on the ballot as Proposition 50, also known as the "Election Rigging Response Act."

Requested Action / Suggested Motions: Consider passing a Resolution stating City Council opposition to Proposition 50.

Responsible Staff Member: Joseph D. Irvin, City Manager

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff Report - Resolution in opposition to California Proposition 50.docx
02-Proposition 50 Text
03-Congressional District comparison maps
04-Resolution

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: Resolution in opposition to California Proposition 50

Location: Citywide

Responsible Staff Member: Joseph D. Irvin, City Manager

Background: On September 9, 2025 Councilmember Roberts requested that a discussion item on Council opposition to California Proposition 50 (Use of Legislative Congressional Redistricting Map Amendment) be placed on a future agenda and the request was seconded by Mayor Wallace.

California Proposition 50 would amend the California Constitution to authorize temporary changes to congressional district maps. The full text of Proposition 50 is included as Attachment 02.

A special election has been scheduled for November 4, 2025, when the measure will appear on the ballot as Proposition 50, also known as the "Election Rigging Response Act." The impetus for Prop 50 is a reaction to mid-decade redistricting efforts in Republican-led states, especially Texas, which have redrawn congressional districts outside the normal ten-year census cycle in a partisan way.

Issue and Discussion: If passed, it would temporarily suspend California's current independent redistricting approach implemented by the California Citizens Redistricting Commission for establishing congressional district boundaries. Instead, it would enact new legislatively drawn congressional maps to be used in the 2026, 2028, and 2030 elections. After the 2030 U.S. Census, the Citizens Redistricting Commission would resume drawing maps beginning in 2031 and thereafter every ten years. The maps drawn under Prop 50 would still be required to comply with federal law but would be exempt from some of the state-level criteria currently imposed on the Commission's maps.

A depiction of the current congressional district map and the proposed map are included as Attachment 03. The National Demographics Corporation (NDC) is hosting a website where the 2021 and 2025 maps can be viewed side by side: (https://ndcresearch.maps.arcgis.com/apps/instant/compare/index.html?appid=3152d5fb8e0c47fa8fc73aadc46bb9e9).

The City of South Lake Tahoe is currently within District 3, which encompasses Plumas, Yuba, Sierra, Nevada, Placer, Alpine, Mono, Inyo and a portion of El Dorado Counties. In the proposed redistricting map the City would remain in District 3, however District 3 would be

significantly modified to include Nevada County and portions of Placer, El Dorado, and Sacramento Counties.

Financial Implications: There would be one-time costs to counties to update election materials and systems (e.g. ballots, precinct changes).

Environmental Considerations: Adopting a resolution in opposition to Proposition 50 is not a “project” subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: The City Strategic Plan prioritizes Efficient Government and includes action item 2.4, Consider development of a legislative agenda in coordination with Cal Cities. A complete legislative agenda will be presented to the City Council for consideration in November. A specific resolution in opposition to Proposition 50 was requested to be considered prior to the November election.

50

PROPOSITION 50

This amendment proposed by Assembly Constitutional Amendment 8 of the 2025–2026 Regular Session (Resolution Chapter 156, Statutes of 2025) expressly amends the California Constitution by adding a section thereto; therefore, new provisions proposed to be added are printed in *italic type* to indicate that they are new.

PROPOSED AMENDMENT TO ARTICLE XXI

First—This measure shall be known, and may be cited, as the "Election Rigging Response Act."

Second—The people of the State of California find and declare all of the following:

(a) President Donald Trump has called on Republican-led states to undertake an unprecedented mid-decade redistricting of congressional seats to rig the 2026 United States midterm elections before voting begins.

(b) The State of Texas has convened a special session of its Legislature to redraw congressional district maps to unfairly advantage Republicans.

(c) The Legislature of the State of Florida has established a select committee to advance an extraordinary mid-decade redistricting to unfairly advantage Republicans.

(d) Republicans have urged the State of Ohio to conduct its mid-decade redistricting to unfairly produce more Republican seats in Congress.

(e) Republican officials in the States of Indiana, Missouri, New Hampshire, Nebraska, and South Carolina are also considering President Trump's call for the mid-decade redistricting of congressional seats to unfairly advantage Republicans.

(f) President Trump and Republicans are attempting to gain enough seats through redistricting to rig the outcome of the 2026 United States midterm elections regardless of how the people vote.

(g) President Trump's election-rigging scheme is an emergency for our democracy.

(h) The 2026 United States midterm elections are voters' only chance to provide an essential check and balance against President Trump's dangerous agenda.

(i) California has long stood as a national leader for fair, independent, and nonpartisan redistricting.

(j) California calls on all other states to commit to fair and impartial drawing of maps.

(k) California has a duty to defend democracy.

(*l*) The 2026 United States midterm elections for Congress must be conducted on a level playing field without an extreme and unfair advantage for Republicans.

(m) The people of California, not politicians, should have the power to approve temporary congressional district maps in response to President Trump's election-rigging scheme.

(n) It is the intent of the people that California's temporary maps be designed to neutralize the partisan gerrymandering being threatened by Republican-led states without eroding fair representation for all communities.

Third—That Section 4 is added to Article XXI thereof, to read:

SEC. 4. (a) It is the policy of the State of California to support the use of fair, independent, and nonpartisan redistricting commissions nationwide. The people of the State of California call on the Congress of the United States to pass federal legislation and propose an amendment of the United States Constitution to require the use of fair, independent, and nonpartisan redistricting commissions nationwide.

(b) In response to the congressional redistricting in Texas in 2025, and notwithstanding any other provision of this Constitution or existing law, the single-member districts for Congress reflected in Assembly Bill 604 of the 2025–26 Regular Session pursuant to the requirements of Chapter 5 (commencing with Section 21400) of Division 21 of the Elections Code shall temporarily be used for every congressional election for a term of office commencing on or after the date this subdivision becomes operative and before the certification of new congressional boundary lines drawn by the Citizens Redistricting Commission pursuant to subdivision (d).

(c) (1) The Attorney General has the sole legal standing to defend any action regarding a congressional district map adopted pursuant to subdivision (b).

(2) The California Supreme Court has original and exclusive jurisdiction in all proceedings in which a congressional district map adopted pursuant to subdivision (b) is challenged.

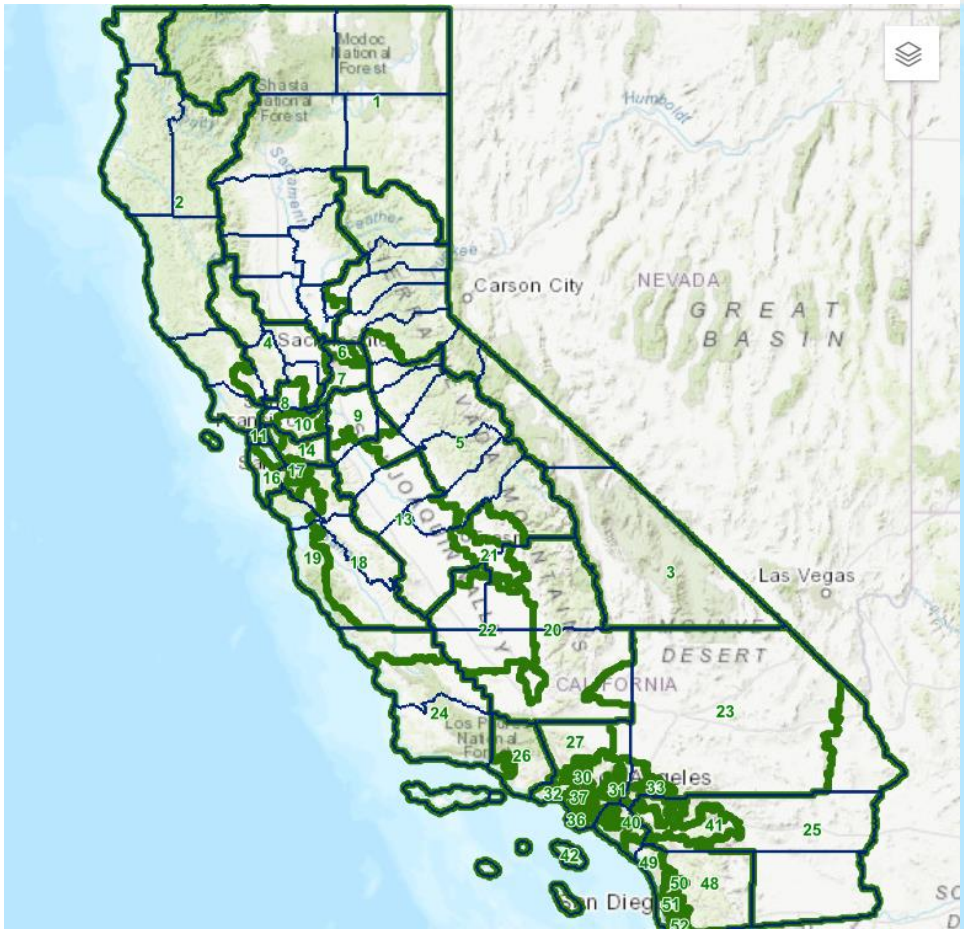
(d) The Citizens Redistricting Commission established pursuant to Section 1 shall continue to adjust the boundary lines of the congressional, State Senatorial, Assembly, and Board of Equalization districts in conformance with the standards and process set forth in Section 2 in 2031, and every 10 years thereafter as provided in Section 1.

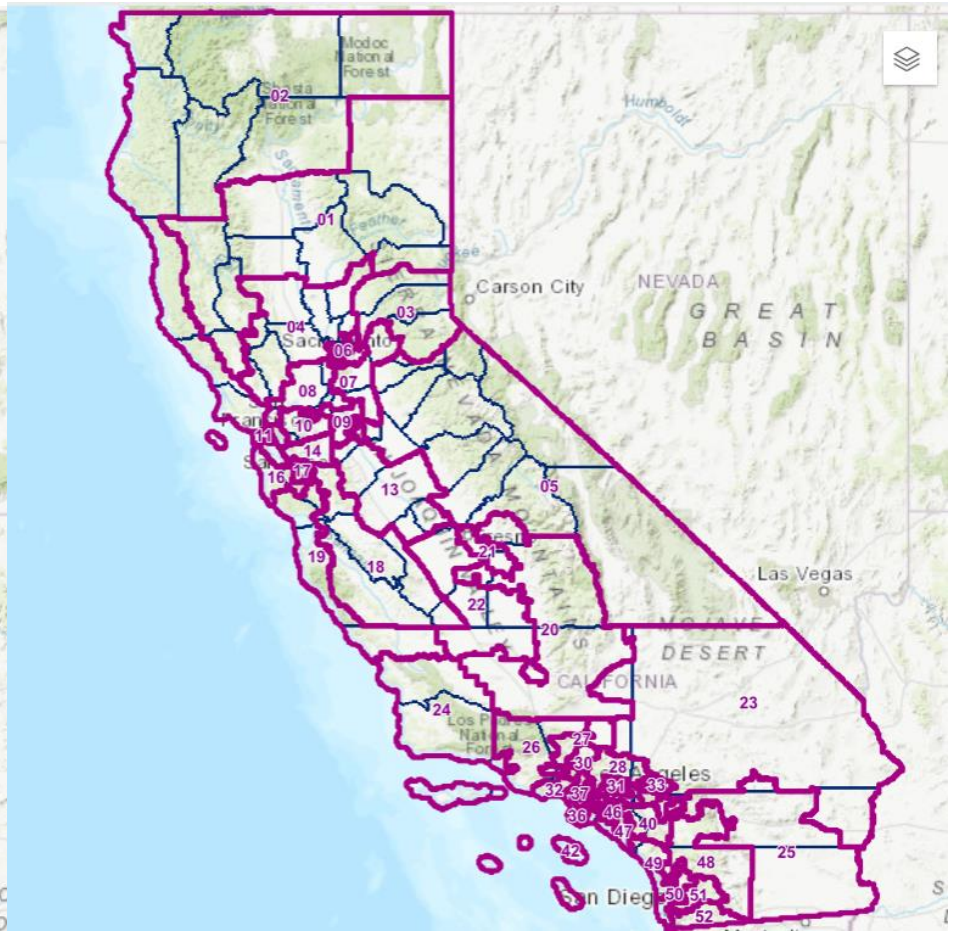
Fourth—The provisions of this measure are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this measure is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this measure. The Legislature hereby declares that it would have proposed, and the voters hereby declare that they would have adopted, this measure and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not declared invalid or unconstitutional without regard to whether any portion of this measure or application of this measure would be subsequently declared invalid.

Attachment 03

National Demographics Corporation (NDC)

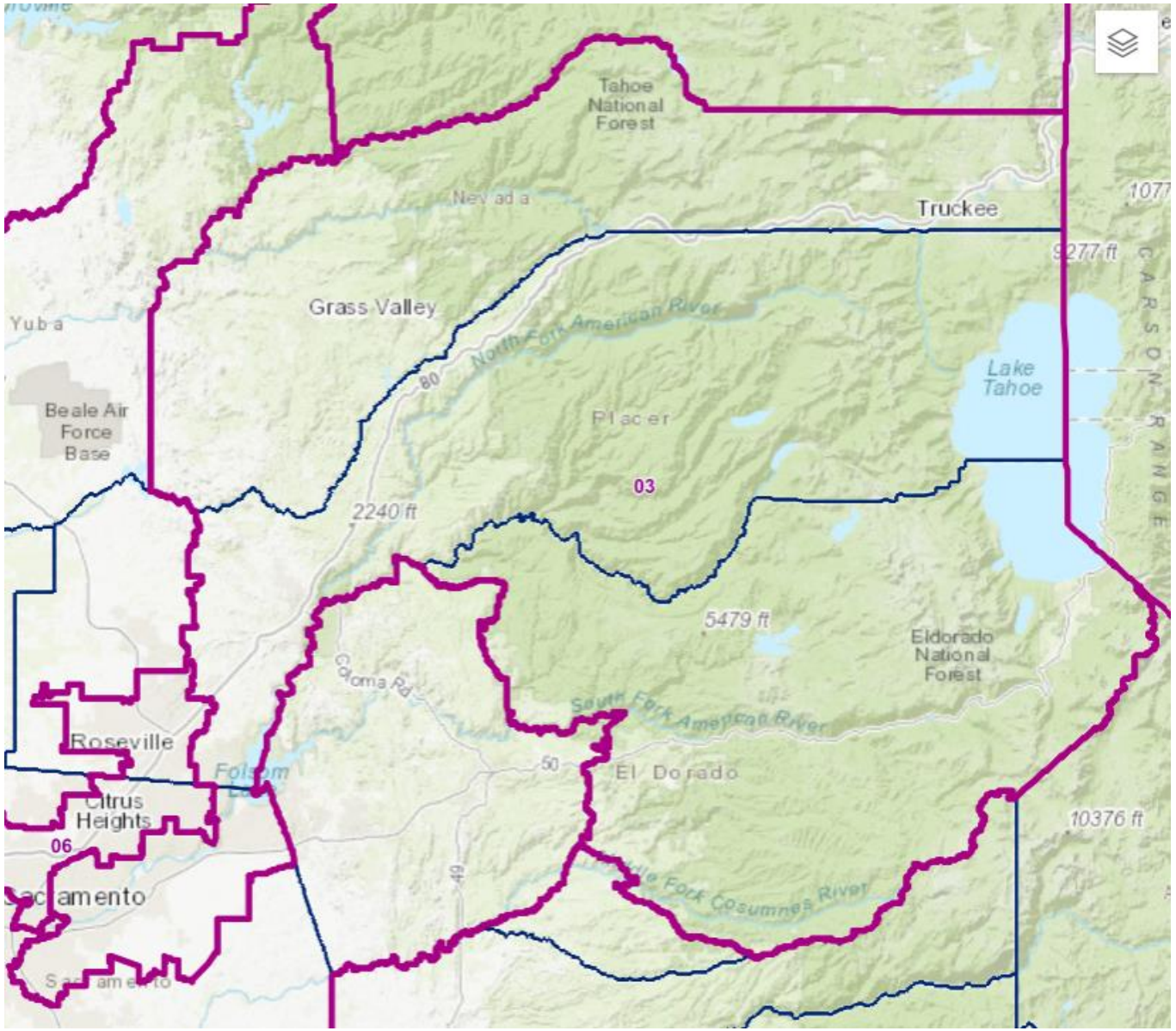
California 2021 (Green) and proposed 2025 (Magenta) Congressional Comparison maps





National Demographics Corporation (NDC)

Proposed 2025 (Magenta) Congressional District 3



Resolution 2025-XXX

Adopted by the City of South Lake Tahoe City Council

October 21, 2025

Adopting a position of opposition to Proposition 50 on the November 2025 ballot.

BACKGROUND

A. Proposition 50, appearing on the November 2025 California ballot, proposes to amend the California Constitution to authorize temporary changes to congressional district maps, and

B. The current process for determining congressional districts, established by voters, assigns the responsibility for drawing congressional districts to the independent California Citizens Redistricting Commission, and

C. Proposition 50 proposes use of new legislatively drawn congressional maps to be used in the 2026, 2028, and 2030 elections, and

D. The Proposition 50 congressional district map modifies District 3 to remove other counties in the eastern portion of the Sierra Nevada region and to include additional geographic areas within Sacramento County.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Recognizes the importance of maintaining a transparent and independent redistricting process to uphold public trust in electoral systems; and
2. Believes that Proposition 50 undermines the voter-approved framework for fair redistricting in California; and
3. Adopts an official position of opposition to Proposition 50 on the November 2025 ballot.

Adopted by the City of South Lake Tahoe City Council on October 21, 2025, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Tamara Wallace, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:13

Agenda Item: Update on Discussions with Heavenly Resort on Annexation and Parking

Executive Summary: On August 12, 2025 Mayor Pro Tem Bass requested to bring back an update on discussions with Heavenly Resort on annexation and parking. The request received a second from Councilmember Jinkens. The City has not submitted the annexation application to the El Dorado Local Area Formation Commission due to the lack of Heavenly support and inability to reach a negotiated tax sharing agreement with El Dorado County. Heavenly has proposed the use of on-street parking this winter in areas where Heavenly had been granted use for overflow parking in the past. City Council will discuss and provide direction on these two matters.

Requested Action / Suggested Motions: Pass a Motion providing direction to staff on whether to continue to pursue the Heavenly area annexation and whether to negotiate an agreement to allow use of street parking for employees and guests of Heavenly Resort.

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Reviewed and Approved By: Susan Blankenship, City Clerk Olga Tikhomirova, Director of Finance Heather Stroud, City Attorney

Attachments:

01-Staff_Report_Heavenly_Discussions
02-Heavenly Proposed Parking Areas
03-Resolution 2024-059 Parking Restrictions in Heavenly Neighborhood.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: October 21, 2025

Title: Update on Discussions with Heavenly Resort on Annexation and Parking

Location: Heavenly Valley area

Responsible Staff Member: Hilary Roverud, Assistant City Manager

Background:

Annexation
On June 6, 2023, the City Council discussed five annexation scenarios and provided direction to staff. The City Council passed a motion to pursue the "Heavenly Annexation Scenario," which encompassed the Heavenly Resort California Base. The annexation scenario was subsequently modified by Council direction on November 7, 2023, to include a larger annexation area that encompasses the California portions of Heavenly Ski Resort and Van Sickle Bi-State Park as well as several adjacent private parcels totaling 2,800 acres. City Council approved an ordinance pre-zoning these parcels on November 19, 2024.

Parking
In 2013, the City entered into an agreement with Heavenly Valley LP (now Heavenly Valley Limited Partnership d/ba/ Heavenly Mountain Resort (Heavenly)) to allow parking on certain roadways near the Heavenly Resort for a $20,000 annual fee. There were additional requirements for snow plowing and sanding, along with payment for sanding recovery. During the winter of 2022-23, City staff received several complaints and concerns from the residents of the Heavenly Valley neighborhood regarding traffic congestion, overflow parking, illegal parking, and general nuisance in the area during winter periods. On August 8, 2023, the City Council approved the Seasonal Residential Parking Permit Program (RPPP) and No Parking restrictions along certain roadways in the Heavenly Valley neighborhood (Ordinance 2023-1178) and established the Heavenly Valley Neighborhood Parking Program.

On November 21, 2023, City Council approved an amendment to the parking agreement with Heavenly to allow parking on Ski Run Blvd, Saddle Road, and Keller Road. At the time, the City Council directed staff to provide an update regarding the parking agreement and annexations prior to the end of May 2024. After receiving an update on the Parking Agreement at the April 23, 2024, meeting, the City Council directed staff to bring back an agenda item to terminate the Parking Agreement. On June 4, 2024, the City Council terminated the parking agreement with Heavenly Valley LP.

On June 17, 2025, the City Council approved an agreement with Heavenly to allow for snow removal on portions of Ski Run Boulevard, Saddle Road, Keller Road, Wildwood Avenue, and Needle Peak Road. Heavenly will pay $40,000 annually to reimburse the City for a portion of

costs of maintaining city streets and pay $3,500 annually for street sweeping to recover abrasives, with a 4% increase each year.

On August 12, 2025 Mayor Pro Tem Bass requested to bring back an update on discussions with Heavenly Resort on annexation and parking. The request received a second from Councilmember Jinkens.

Issue and Discussion:

Annexation

City staff met with Shaydar Edelmann, Vice President/General Manager of Heavenly Mountain Resort and Brian Bigley, on August 27 and September 30, 2025. Mr. Edelmann indicated that there has been no change in Heavenly's position on annexation and they are not interested in pursuing it at this time. The City has not submitted the annexation application to the Local Area Formation Commission due to the lack of Heavenly support and negotiated tax sharing agreement with El Dorado County.

Parking

Future partnerships for infrastructure and parking improvements in the Heavenly Valley area were also discussed. All agreed that the Ski Run/Pioneer Trail intersection needs improvement and additional infrastructure on Ski Run Blvd could reduce safety concerns with potential on-street parking in that area in the future. Ski Run Blvd between Pioneer Trail and Needle Peak especially presents safety concerns during winter conditions with through traffic to the resort when parking, pedestrians and shuttle pick up were allowed in the past, creating congestion on peak use days. From public infrastructure, safety, and resort guest welcoming perspectives, improvements in these areas would be beneficial. However, development of a conceptual shared vision would be needed prior to financial commitments by Heavenly or the City to implement improvements.

Mr. Edelmann and Mr. Bigley proposed the use of on-street parking this winter in lesser congested roadways where Heavenly had been granted use for overflow parking in the past (See Attachment 02) in exchange for a $50,000 annual payment. Public Works staff have reviewed the proposal for logistical concerns and noted areas where vehicle parking should continue to be restricted due to safety concerns and indicated a need to ensure open roadway width to accommodate two-way traffic is maintained on these streets at all times. Staff believe these issues could be addressed in a negotiated agreement.

If directed to negotiate with Heavenly on the parking proposal, an approved agreement would also require amendments to Resolution 2024-059 (Attachment 03) to allow public parking on streets that are currently restricted. No Parking and Permit Parking signs would also need to be removed. Public noticing to surrounding properties is not required but can be directed by City Council.

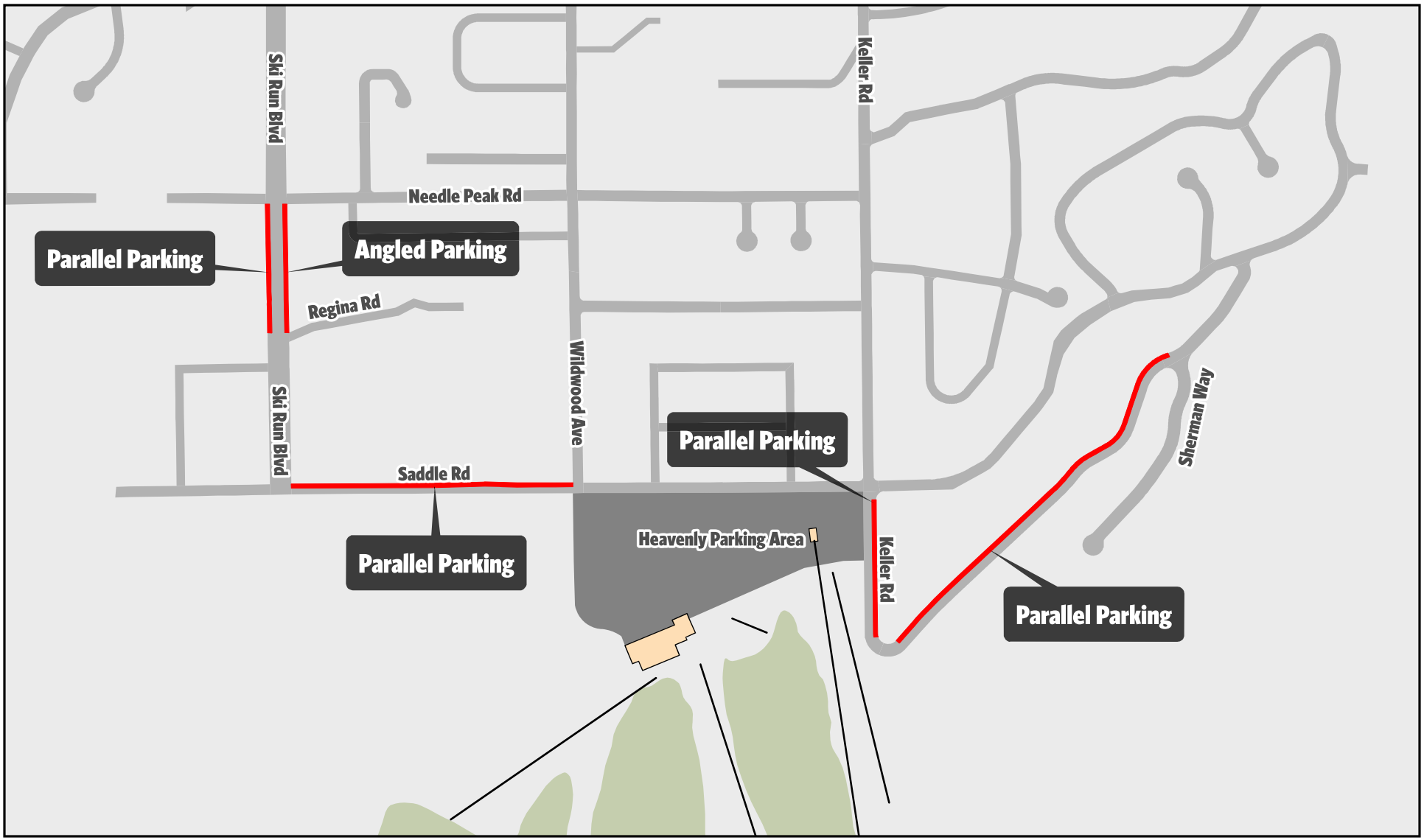
Financial Implications: The City Council receiving an update and providing direction does not have financial implications.

Environmental Considerations: Providing direction to staff on next steps is not a project under CEQA, because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title

14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The City Strategic Plan contains action item 2.5 “Determine next steps for City’s annexation initiatives” under the Efficient Government priority.

The City General Plan Transportation and Circulation Element contain related Goal TC-4: “Provide and manage parking to accommodate reasonable auto usage, while minimizing the impacts of excessive parking supply and encouraging use of alternative travel modes.”



CITY OF SOUTH LAKE TAHOE

Heavenly Parking Agreement 2025/2026 Exhibit A

N

0 500 1,000 1,500

Feet

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Resolution 2024-059

Adopted by the City of South Lake Tahoe City Council

June 4, 2024

Establishing Seasonal or Permanent No Parking Restrictions on Certain Streets in the Heavenly Valley Neighborhoods

(Replaces Resolution 2024-049)

BACKGROUND

A. As part of the ongoing effort to improve parking and traffic conditions in the Heavenly Valley neighborhoods, especially during winter conditions and the Heavenly ski season, the Public Works Director/City Traffic Engineer recommends establishing certain residential streets as no parking areas or Residential Parking Permit (RPP) from November 1 to May 1.

B. Under South Lake Tahoe City Code section 4.25.300(C) and California Vehicle Code section 22507(a), the City Council is authorized to establish no parking areas by resolution and enforce the no parking areas once appropriate signage is installed.

C. On September 15, 2023, City Council adopted Ordinance No. 2023-1178 to authorize residential permit parking under California Vehicle Code section 22507(a), which the Public Works Director has determined is appropriate for this area because non-resident vehicles do substantially and regularly interfere with the use of the majority of the available on-street spaces by adjacent residents; this interference occurs at regular and significant daily or weekly intervals; the volume of non-resident vehicles in these certain areas cause unreasonable traffic hazards, noise, and trash impacts; a shortage of reasonably available and convenient residential related parking spaces exist in these areas; and alternative solutions are not feasible or practical..

D. On August 8, 2023, the City Council adopted Resolution 2023-074, establishing No Parking and Residential Parking Permits on Certain Roadways in Heavenly Valley Neighborhood. The resolution has most recently been amended with adoption of Resolution 2024-049.

E. As a result of the termination of the Heavenly Parking Agreement modifications on Saddle Road, Keller Road, Needle Peak and Ski Run Blvd are recommended with modifications <u>underlined</u>, to replace Resolution No. 2024-049.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

Establishes no parking areas from November 1 to May 1, or maintains permanent no parking areas where such areas already exist, with Residential Permit Parking permitted where noted, on the following streets and segments of streets and as shown in Exhibit A:

a. Bridle Road (RPP on the northerly side and No Parking on southerly side)

b. Bonita Road (No Parking on the northerly side and RPP on the southerly side)

c. David Lane from the intersection of Ski Run Blvd to Ruby Way (No Parking on the easterly side and RPP on the westerly side)

d. Donner Lane (RPP on the westerly side and No Parking on the easterly side)

e. Keller Road from intersection with Sherman Way to intersection with Saddle Road at the CA Base Parking Lot (No Parking on both sides except RPP from Sherman Way intersection to 1,500 feet to the south on the western side)

f. Keller Road from intersection with Saddle Road to intersection with Regina (RPP on northerly side (450 feet west of Saddle) and No Parking on southerly side

g. Keller Road from intersection with Regina Road to intersection with Markoffer Way (No Parking both sides) and from the intersection with Sherman Way to the intersection with Saddle Road (No Parking on the easterly side and RPP on the westerly side)

h. Knoll Lane (RPP on easterly side and No Parking on westerly side)

i. Logroad Place (No Parking both sides)

j. Lucinda Court (RPP on westerly side and No Parking on easterly side)

k. June Way (No Parking both sides)

l. MacKedie Way (No Parking both sides)

m. Needle Peak Road from intersection with Keller Road to intersection with Wildwood Avenue (RPP on southerly side and No Parking on northerly side)

n. Overlook Court (No Parking both sides)

o. Regina Road from the intersection with Ski Run Blvd to Keller Road (RPP on the easterly side and No Parking on the westerly side)

p. Saddle Road from the intersection of Ledge Ct. to the intersection of Saddle Road to the

south (RPP on western side, No Parking on eastern side)

q. Saddle Road from the intersection of Saddle Road to intersection of Keller Road to the south (No Parking on both sides)

r. Saddle Road from the intersection of Keller Rd to Ledge Court (No Parking on eastern side)

s. Saddle Road from intersection of Keller Road to Wildwood Avenue (No Parking both sides)

t. Saddle Road from intersection of Wildwood Avenue to Ski Run Blvd (No Parking on southerly side, RPP on northerly side)

u. Saddle Road from intersection of Ski Run Blvd to end (No Parking both sides)

v. Sherman Way (RPP on westerly side and No Parking on eastern side and around the cul-de-sac)

w. Ski Run Boulevard from intersection of Pioneer Trail to Saddle Road (No Parking both sides)

x. Needle Peak Road from intersection of Ski Run to Wildwood (No Parking on both sides)

y. Needle Peak Road from intersection of Ski Run to 500 feet west of Ski Run Blvd (No Parking on both sides)

z. Timber Lake Place (No Parking both sides)

aa. Terrace Drive (No Parking both sides)

bb. Wildwood Avenue from intersection with Saddle Road to intersection with Overlook Court (No Parking both sides)

cc. Wildwood Road (No Parking both sides)

dd. Woods Avenue (No Parking both sides)

ee. Verdon Lane (RPP on the westerly side and No Parking on the easterly side)

Adopted by the City of South Lake Tahoe City Council on June 4, 2024, by the following vote:
Yes: Bass, Creegan, Wallace, Robbins
Absent: Friedrich

Cody Bass (Jun 11, 2024 00:12 PDT)

Date: 06/11/2024

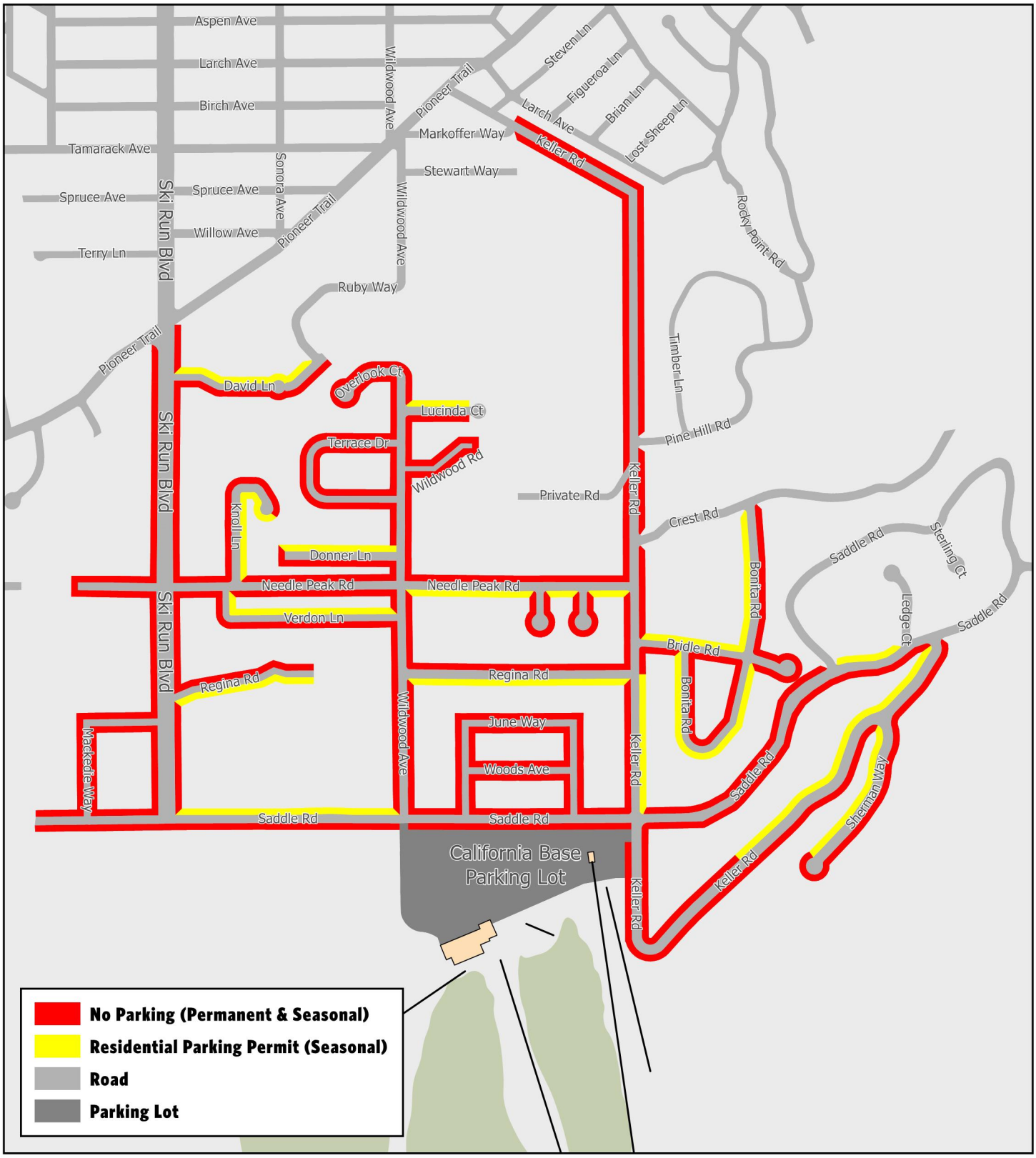
Cody Bass, Mayor

Attest:

Susan Blankenship (Jun 5, 2024 09:37 PDT)

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.



CITY OF SOUTH LAKE TAHOE

Heavenly Area Parking Restrictions

0 500 1,000 1,500
Feet

Path: \\gis\share\Projects\Police\GeneralPoliceProjects\GeneralPoliceProjects.aprx | Heavenly Area Parking Restrictions | 5/1/202

Resolution 2024-059 Parking

Final Audit Report 2024-06-11

Created:	2024-06-05
By:	Michelle Davis (medavis@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzJzVbRHAR7KbNIMTSrhzVfY5kQCfrGl_

"Resolution 2024-059 Parking" History

Document created by Michelle Davis (medavis@cityofslt.us)
2024-06-05 - 4:22:26 PM GMT

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Document e-signed by Cody Bass (codybass@me.com)
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Agreement completed.
2024-06-11 - 7:12:57 AM GMT

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: October 21, 2025
Agenda Item #:14

Agenda Item: Agenda Planning Calendar

Requested Action / Suggested Motions: Identify, with consent of at least two Council Members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.

Responsible Staff Member: Joseph Irvin, City Manager, and Susan Blankenship, City Clerk

Attachments:

APC - 10 16 2025.pdf

2025 Agenda Planning Calendar (Updated 10 16 2025)

		Agenda Item	Agenda Section
Nov. 4, 9 a.m.	**City Clerk**	Ordinance Altering City Seal (First Reading)	NB
		Youth HOPE Month	Proclamation
		National Domestic Violence Awareness Month	Proclamation
		National Pet Wellness Awaerness Month	Proclamation
		City Council Representative Reports to Council	Consent
		Vacancies on ICOC & Planning Commission	NB
		Record Retention Policy Update	Consent
	City Attorney	VHR Ordinance Amendments (Second Reading)	Consent
	CA\DS	Sign Code Review	NB
	City Manager	Margaritaville Timeshare + Condo Opportunities	NB
		Chateau Update	Consent
		SB 125 Funding Request for EV Charging Station	NB
		Legislative Agenda	UB
	Dev Services	2025 California Building Standards Code Adoption (First Reading)	NB
		Housing Element Professional Services Agreement	Consent

2025 Agenda Planning Calendar (Updated 10 16 2025)

		ADU Pre-Approved Plans	UB
		PC/APLUC/BBOA Annual Report	NB
	Finance	Independent Citizen's Oversight Committee Annual Report (Measure P)	Consent
		TID Annual Report	Presentation
		Cannabis Tax Reduction	UB
	Fire	First Due Contract	Consent
	Parks & Rec	P&R, ACT Annual Reports	Consent
		Parks & Recreation Draft User Fee Study Presentation	NB
		Purchase of Office Furniture for the New Recreation & Aquatic Center	Consent
		STPUD Turf Buyback Rebate	Consent
	Police	PAC Annual Report	Consent
		Amendment to Professional Services Agreement with Walker Telecomm	Consent
		Bear CAT Purchase	Consent
	Public Works	Vehicle Purchase for Snow Removal	Consent
		Amendment for Wildscape Engineering for UBPC	Consent
Nov. 18, 5:30 p.m.	**City Clerk**	2026 City Council Meeting Schedule	NB

2025 Agenda Planning Calendar (Updated 10 16 2025)

		Planning Commission Appointment to fill Vacancy from List	NB
		Ordinance Altering City Seal (Second Reading)	Consent
	CC/CA	Recreation JPA Amendment #3 to Agreement	NB
	City Manager	Transit JPA Funding & Reimbursement Agreement	NB
	Dev Services	2025 California Building Standards Code Adoption Second Reading)	Consent
		Purchase Sale Agreement 3900 LTB Affordable Housing Amendments	NB
	Parks & Rec	Future of the Senior Center	NB
	PD/CA	SMD Ordinance (Second Reading)	Ordinance
	Public Works	Rockwood to Blackwood Changeorder reconciliation	Consent
		Tahoe Valley Phase 1 Changeorder reconciliation	Consent
Dec 9, 5:30 p.m.	**City Clerk**	City Council Protocols Update (Regional Housing Policy Sub discussion)	NB
		Mayor and Mayor Pro-Tem Selection	
		City Council Assignments to Boards and Commissions	NB
	CM\CC	City Commission Roles Strategic Priority Discussion	NB
	Dev Services	CTC Land Exchange	
	Finance	Annual ROPS Approval	Consent

2025 Agenda Planning Calendar (Updated 10 16 2025)

		Quarterly & Financial Status Report as of September 2025	Consent
		Investment Portfolio Report as of September 2025	Consent
	Police/CA	Bear Presentation	Presentation
	Public Works	Award El Dorado Beach Revetment Repair Design Contract	Consent
Unscheduled/Pending			
	City Attorney	Ethics Policy Revisions	
	CA/DS	Discussion: City Requirement to Replace Housing Units within the City	
	City Clerk	Pride Resolution Update	
		Ordinance Increasing City Council Compensation (October 2026)	
	City Manager	Grants/Funding for Undergrounding Utilities	
		Transit JPA Funding and Accountability	
		Cannabis Grant Application Parameters	
	CA\PD	SMD Ordinance (First Reading)	
	Dev Services	Evaluate Feasability - Res. Area Plan/SB9 and Remove Tourist Accomodation	
		Performance Bond as a Condition of Demolition	
		PLHA Grant Budget Appropriation Sugar Pine Phase 4	

2025 Agenda Planning Calendar (Updated 10 16 2025)

	TRPA Living Housing and Mobility Fees
	Discussion: Second Home Cap/Permit Options
Finance	Disolution STJPPFA
Parks & Rec	Events and Facitilies Naming Rights Discussion
Police	Barton Community Health Needs and Harm Reduction Update
Police/PW	Bike Paths, Bike Parking, Vehicle Parking
	2026 Update to Parking Fees in the Bellamy Parking Garage
Public Works	Geothermal Use Discussion Item
	Award of PD Roof Replacement
	Eloise Bike Path Enhancements
	Award James-Eloise Drainage Upgrade
	TTD US 50 Plans Presentation
	Award Lakeview and Ski Run Electrical Upgrades
	Bike Trail Speed Bump Discussion
	Facilities Condition Assessment
	Award PS&E for Sugar Pine Bike Path Project

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 36512

36512. (a) If a vacancy occurs in an appointive office provided for in this chapter, the council shall fill the vacancy by appointment. A person appointed to fill a vacancy holds office for the unexpired term of the former incumbent.

(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

(1) If the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.

(2) If the council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:

(A) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date the council is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.

(c) Notwithstanding subdivision (b) and Section 34902, a city may enact an ordinance that does any of the following:

(1) Requires that a special election be called immediately to fill every city council vacancy and the office of mayor designated pursuant to Section 34902. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

(2) Requires that a special election be held to fill a city council vacancy and the office of mayor designated pursuant to Section 34902 when petitions bearing a specified number of verified signatures are filed. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the filing of the petition. A governing body that has enacted such an ordinance may also call a special election pursuant to subdivision (b) without waiting for the filing of a petition.

(3) Provides that a person appointed to fill a vacancy on the city council holds office only until the date of a special election which shall immediately be called to fill the remainder of the term. The special election may be held on the date of the next regularly established election or regularly scheduled municipal election to be held throughout the city not less than 114 days from the call of the special election.

(d) (1) Notwithstanding subdivision (b) and Section 34902, an appointment shall not be made to fill a vacancy on a city council if the appointment would result in a majority of the members serving on the council having been appointed. The vacancy shall be filled in the manner provided by this subdivision.

(2) The city council may call an election to fill the vacancy, to be held on the next regularly established election date not less than 114 days after the call.

(3) If the city council does not call an election pursuant to paragraph (2), the vacancy shall be filled at the next regularly established election date.

(e) (1) If the city council of a city that elects city council members by or from districts elects to fill a vacancy on the city council by appointment as a result of a city council member resigning from office, the resigning city council member may cast a vote on the appointment if the resignation will go into effect upon the appointment of a successor. A city council member shall not cast a vote for a family member or any other person with whom the city council member has a relationship that may create a potential conflict of interest.

(2) If a city council member elects to cast a vote under this subdivision, the city council member shall be prohibited from the following actions for a period of two years after the appointment of a successor:

(A) Advocating on any measure or issue coming before the city council in which the city council member may have a personal benefit.

(B) Entering into a contract of any kind with the city or a city vendor.

(C) Accepting a position of employment with the city or a city vendor.

(D) Applying for a permit that is subject to the approval of the city council.

(3) This subdivision shall not apply to any city council member who is resigning from the city council due to charges of, or conviction for, corruption or criminal behavior, or who is subject to a recall election.

(Amended by Stats. 2015, Ch. 185, Sec. 1. (AB 952) Effective January 1, 2016.)