



City of Palo Alto

City Council Staff Report

(ID # 10028)

Report Type: Consent Calendar

Meeting Date: 3/4/2019

Council Priority: Climate/Sustainability and Climate Action Plan

Summary Title: Approve RWQCP Contract Amendments with Mountain View, Los Altos, and Stanford University

Title: Approval of Addendum Number 9 to the Basic Agreement With the Cities of Mountain View and Los Altos and Amendment Number 6 to Contract Number C869 With the Board of Trustees of the Leland Stanford Junior University Related to the Regional Water Quality Control Plant's Near Term Capital Improvement Program Funding

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute the following contract amendments between the City of Palo Alto (City) and the Regional Water Quality Control Plant (RWQCP) partners regarding the financing for planning and design and the repayment approach for three capital improvement program projects at the RWQCP, the Primary Sedimentation Tank Replacement, the Secondary Process Upgrades, and the Laboratory and Environmental Services Building (collectively, the “Projects”):

- a. Addendum No. 9 to the Basic Agreement with the cities of Mountain View and Los Altos (Attachment A); and
- b. Amendment No. 6 to Agreement No. C869 with the Board of Trustees of the Leland Stanford Junior University (Attachment B).

Background

The [RWQCP](#), originally constructed in 1934, has undergone several expansions and upgrades. The RWQCP is now an advanced (tertiary treatment) facility that provides treatment and disposal of wastewater for Palo Alto, Mountain View, Los Altos, Los Altos Hills, East Palo Alto Sanitary District, and Stanford University. A [Long Range Facilities Plan \(LRFP\)](#) was prepared in 2012 to provide a plan for future capital improvement program projects including WQ-14003 Primary Sedimentation Tank Replacement, WQ-19001 Secondary Process Upgrades, and WQ-

14002 Laboratory and Environmental Services Building.

The previous amendments to the partner's agreements regarding the three Projects were approved by Council on October 17, 2016 ([CMR #7144](#)). In those amendments, the financing of planning and design for the Projects had been specified to be completed solely by low interest State Revolving Fund (SRF) loans from the State Water Resources Control Board (SWRCB). However, staff found that the SRF loans for planning and design, while eligible for such funding, are unlikely to be funded. Planning and design loans were once more common; however, the current high demand for SRF funds, primarily for the construction phase alone, has severely restricted the issuance of planning and design loans. Therefore, staff prepared the proposed amendments to address other financing alternatives for the Projects, such as utility revenue bonds.

Discussion

The proposed Addendum No. 9 with Mountain View and Los Altos (Attachment A) and Amendment No. 6 with Stanford University (Attachment B) would provide the City with the legal authority to:

- a. pursue financing options for the Projects via State Revolving Fund (SRF) loans from the State Water Resources Control Board (SWRCB) or other project financing options such as utility revenue bonds;
- b. use the SRF loan reimbursement funds from the Sludge Dewatering and Truck Loadout Facility project design cost and soft costs of approximately \$3.4 million to finance the initial planning and design costs of the Projects (WQ-14003 Primary Sedimentation Tank Replacement, WQ-19001 Secondary Process Upgrades, and WQ-14002 Laboratory & Environmental Services Building), whose total planning and design costs are expected to total approximately \$5.8 million;
- c. bill Partners in the form of quarterly payments for any additional planning and design expenses exceeding the SRF loan reimbursement funds for the Projects, which could be as much as approximately \$2.4 million; and
- d. roll any remaining, yet unbilled, planning and design expenses into the debt financing instrument selected.

The City of Palo Alto has four agreements with its five Partner Communities, which cover Operating and Capital expenses. The Agreement with Mountain View and Los Altos and is often referred to as the Basic Agreement, as it is with the two larger entities. There are three individual agreements with the East Palo Alto Sanitary District (EPASD), Stanford University, and Los Altos Hills. These Agreements call for the Partner entities to approve Major Capital projects, with the exception of the Los Altos Hills Agreement. As the smallest of the Partners, Los Altos Hills is to pay their share of Capital costs, but their Agreement does not call for or require their approval.

The proposed two Agreement Amendments document approval of the Projects and establish acceptance of, and responsibilities for, the terms and conditions of the Projects' planning and design expenses and the financing options with respect to three of the Partners. The following partner agencies approved these two amendments to the relevant partner agreements on the dates listed below.

Stanford University	August 21, 2018
Mountain View City Council	March 20, 2018
Los Altos City Council	September 11, 2018

The East Palo Alto Sanitary District (EPASD) has not yet approved an amendment to its partner agreement with Palo Alto to incorporate these provisions. After that occurs, staff will return to Council for approval of the amendment to the agreement with EPASD. The original agreement with the Town of Los Altos Hills does not call for or require their Major Capital Project approval, as stated above, and therefore no amendment is included here.

Resource Impact

No significant financial impacts are associated with the approval of the Partner Agreement addendum and amendment. Providing alternative funding sources to an SRF loan does not obligate the City to proceed with the Projects, nor constitute a commitment to any one funding source. The resource impact of proceeding with the Projects will be evaluated upon Council approval of each Project. Staff will continue to pursue the low-interest SRF loan options while considering and preparing for potential revenue bonds as an alternative funding solution.

Environmental Review

Approval of the addendum and amendments to the partner agencies' agreements are not actions that require California Environmental Quality Act (CEQA) review. These actions do not meet the definition of a project for the purposes of CEQA, under Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(5), because they are administrative governmental activities which will not cause a direct or indirect physical change in the environment.

Attachments:

- Attachment A: PA-MV-LA_C2963_Addm_9
- Attachment B: Stanford CPA Amendment No. 6 to Contact C869

**ADDENDUM NO. NINE TO THE BASIC AGREEMENT
BETWEEN THE CITY OF PALO ALTO, THE CITY OF MOUNTAIN VIEW AND THE
CITY OF LOS ALTOS FOR THE ACQUISITION, CONSTRUCTION AND
MAINTENANCE OF A JOINT SEWER SYSTEM**

This Addendum No. Nine (9) to the Basic Agreement for the Acquisition, Construction and Maintenance of a Joint Sewer System is made and entered into on _____, by and among the CITY OF PALO ALTO (“Palo Alto”), the CITY OF MOUNTAIN VIEW (“Mountain View”), and the CITY OF LOS ALTOS (“Los Altos”) (individually, a “Party”, collectively, the “Parties”), all municipal corporations under the laws of the State of California.

RECITALS:

A. The Parties have entered into that certain Basic Agreement Between the City of Palo Alto, the City of Mountain View and the City of Los Altos for the Acquisition, Construction, and Maintenance of a Joint Sewer System, executed on October 10, 1968, as amended by the Addenda described below (collectively, the “Basic Agreement”). The Basic Agreement has been amended eight times by addenda, as follows: Addendum No. One (1) to Basic Agreement Between the Cities of Palo Alto, Mountain View, and Los Altos for Acquisition, Construction and Maintenance of a Joint Sewer System, dated as of December 5, 1977; Addendum No. Two (2) to Basic Agreement Between the Cities of Palo Alto, Mountain View, and Los Altos for Acquisition, Construction and Maintenance of a Joint Sewer System dated as of January 14, 1980; Addendum No. Three (3) to an Agreement By and Between the Cities of Palo Alto, Mountain View, and Los Altos for Acquisition, Construction and Maintenance of a Joint Sewer System, dated as of April 9, 1985; Addendum No. Four (4) to the Agreement By and Between the Cities of Mountain View, Los Altos, and Palo Alto as further amended and dated May 30, 1991; Addendum No. Five (5) to Basic Agreement Between the Cities of Palo Alto, Mountain View, and Los Altos for Acquisition, Construction and Maintenance of a Joint Sewer System, dated as of July 31, 1992; Addendum No. Six (6) to Basic Agreement Between the City of Palo Alto, the City of Mountain View, and the City of Los Altos for Acquisition, Construction and Maintenance of a Joint Sewer System dated as of March 16, 1998; and Addendum No. Seven (7) to Basic Agreement Between the City of Palo Alto, the City of Mountain View, and the City of Los Altos for Acquisition, Construction and Maintenance of a Joint Sewer System dated as of April 15, 2009; Addendum No. Eight (8) to the Basic Agreement between the City of Palo Alto, the City of Mountain View and the City of Los Altos for the Acquisition, Construction, and Maintenance of a Joint Sewer System dated as of October 17, 2016 (collectively, the “Addenda”).

B. Palo Alto owns and operates the sanitary sewerage treatment and disposal works and system (the “Joint System”) pursuant to the Basic Agreement, and is responsible for making capital additions to the Joint System. Under the Basic Agreement, any major capital additions for the replacement of obsolete or worn-out units require an agreement by the Parties amending the Basic Agreement. The Parties agreed in Addendum No. Eight (8) to improve the Joint System by planning and designing the rehabilitation of the primary sedimentation tanks, the fixed film reactors, a new laboratory/Environmental Service building, and constructing and implementing a sludge dewatering and load-out facility (individually, “Project”, collectively, the “Projects”). The Parties also agreed to provide for the sharing of costs associated with the Projects through State Revolving Fund (“SRF”) loans from the State Water Resources Control Board (“SWRCB”). Palo

Alto was authorized to seek a SRF loan for a maximum amount of \$6.75 million for planning/design work for three of the projects (primary sedimentation tanks, the fixed film reactors, and the new laboratory/Environmental Service building). However, due to the current statewide demand for SRF funding, SRF applications for planning/design work are unlikely to be given priority over applications for construction work. Therefore, Palo Alto needs the flexibility to use various financing options including SRF, bond financing, or other financing options, to fund the planning/design work for the Projects identified in Addendum No. Eight (8).

C. Addendum No. Eight (8) also authorized Palo Alto to seek a SRF loan for a maximum amount of \$28 million for the design and construction of the sludge dewatering and load-out facility, which Palo Alto was granted. Prior to the receipt of the SRF loan for design, Palo Alto utilized the annual minor capital budget funded by the Parties to fund the planning and design costs for the Sludge Dewatering and Load-out Facility Project with the intent to reimburse the minor capital budget once the SRF loan funds were received. Now that Palo Alto has received the SRF loan funds for the design of the sludge dewatering and load-out facility (approximately \$3.4 million), the Parties desire to use this funding reimbursed to the minor capital budget for initial funding of planning and design for the primary sedimentation tanks rehabilitation, the fixed film reactors (or other secondary process) upgrades, and the new laboratory/Environmental Service building.

D. The Parties desire to address the funding mechanism for the remainder of the design costs for the primary sedimentation tanks rehabilitation, the fixed film reactors (or other secondary process) upgrades, and the new laboratory/Environmental Service building, and reserve for a future amendment to the Basic Agreement the financing plans for construction of these projects.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Addendum No. Nine (9), the Basic Agreement is hereby amended, as follows:

Section 1. Paragraph 38 of the Basic Agreement is hereby amended to read, as follows:

“38. IMPLEMENTATION OF THE PROJECTS. Palo Alto, Mountain View, and Los Altos hereby approve the Projects for planning/design of the primary sedimentation tanks, the fixed film reactors (or other secondary process) upgrades, a new laboratory/Environmental Service building, and the design/construction of a sludge dewatering and load-out facility (the “Projects”). Each Party shall pay its share of the Projects Costs, in proportion to the capacity it owns in the Joint System or portion thereof as shown in Exhibit “H” to Addendum No. Six (6) to the Basic Agreement. “Project Costs” means all costs incurred in connection with the planning, design, construction and implementation of the Projects. Without limiting the generality of the foregoing, Project Costs shall include, but not be limited to: design, engineering, and other consultants’ fees and costs, including fees incurred pursuant to agreements with engineers, contractors and other consulting, design and construction professionals; environmental analysis and approval costs, including cost of compliance with the California Environmental Quality Act; deposits, applicable permit fees; all costs to apply for and secure necessary permits from all required regional, state, and federal agencies; plan check fees, and inspection fees; construction costs; initial maintenance; attorneys’ fees and costs; insurance; interest from the date of payment on any contracts.

The Parties authorize Palo Alto to pursue State Revolving Fund (“SRF”) loans from the State Water Resources Control Board (“SWRCB”) or other project financing (i.e. utility revenue bonds) to fund the costs of the Projects. The maximum amount of the planning/design financing sought for the planning/design of the primary sedimentation tanks, the fixed film reactors (or other secondary process) upgrades, and a new laboratory/Environmental Service building will be \$6.75 million. Construction financing of these three projects would be approved by the Parties through a future amendment to the Basic Agreement.

The maximum amount of the SRF construction loan sought for the design/construction of a sludge dewatering and load-out facility will be \$28 million. The loan will have a thirty-year repayment term. The repayments of the SRF loan shall be treated in the same manner as debt services under the Basic Agreement and its Addenda, and repaid by the Parties in the same proportionate shares as shown on Exhibit “H” to Addendum No. Six (6) to the Basic Agreement. The Parties further agree that, if necessary, each Party shall secure the funding necessary for repayment of the SRF loan, operations, and/or maintenance of the Projects, following any appropriate process executed under California Constitution article XIII C and D (Proposition 218).

If the SWRCB terminates its loan commitment unexpectedly following execution of the planning and/or construction contract(s) for the Projects or the Project, Palo Alto shall notify the Parties promptly. Following notification of the termination of the SRF loan commitment, the Parties shall meet in a timely manner to discuss alternative funding sources and strategies for completion of the Projects. If the Parties are unable to agree on new funding sources in a timely manner, then Palo Alto shall have the right to terminate the Project or the Projects.

The Parties shall remain responsible for Project costs and loans incurred, whether before or after termination of the Project/Projects, in connection with the termination of the Project planning/design/construction contract, in the same proportion to each organization’s share of plant capacity, as stated in Exhibit “H” to Addendum No. Six (6) of the Basic Agreement. Total project costs shall not exceed the authorized maximum financing amount approved by Parties without prior approval of each party’s governing body. Unless earlier terminated, the obligations and responsibilities of the Parties shall commence with the execution of Addendum No. Eight (8) to the contract and be in force for the term of the SRF loan or other financing.

Mountain View and Los Altos shall pay their respective shares of any Project Costs within thirty (30) business days of receipt of the quarterly billing statement sent by Palo Alto. Palo Alto shall not send more than one invoice in any thirty-day period. If a Party disputes the correctness of an invoice, it shall pay the invoice in full and the dispute shall be resolved after payment in accordance with Section 19 of the Basic Agreement, and shall not offset against any payment due.

Section 2. Paragraph 39 is hereby added to the Basic Agreement to read, as follows:

“39. OPTIONAL FUNDING MECHANISM FOR THE PLANNING AND DESIGN OF THE PROJECTS. Palo Alto utilized the annual minor capital budget funded by the

Parties to fund the Sludge Dewatering and Load-out Facility project design, with the intent to reimburse the annual minor capital budget once the SRF loan for that project phase was received. The Parties agree that Palo Alto may use the SRF loan reimbursement funds for the Sludge Dewatering and Load-out Facility project design (soft costs only of approximately \$3.4+- million, referred to in this Section 39 as the "Reimbursement Funds") to finance the initial planning and design costs of the three projects (primary sedimentation tanks, fixed film reactors (or other secondary process) upgrades, and a new laboratory/Environmental Service building). After the Reimbursement Funds are exhausted, any additional planning and design expenses for the three projects shall be paid by the Parties in quarterly payments in the same proportionate shares as shown on Exhibit "H" to Addendum No. Six (6) to the Basic Agreement. Once construction financing for these three projects is secured, Palo Alto may roll any remaining, yet unbilled, planning and design expenses into the debt financing instrument.

Section 3. All references to "fixed film reactors" in Addendum No. Eight (8) to the Contract shall be amended to read "fixed film reactors (or other secondary process) upgrades".

Section 4. Except as modified herein, the Basic Agreement shall remain unchanged, and is hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Addendum as of the date first written above.

ATTEST:

CITY OF PALO ALTO

City Clerk

By: _____

Mayor

APPROVED AS TO FORM:

Deputy City Attorney

APPROVED AS TO CONTENT:

City Manager

ATTEST:

CITY OF MOUNTAIN VIEW

DocuSigned by:
Lisa Natusch

City Clerk

DocuSigned by:
Dan Rich

City Manager

APPROVED AS TO FORM:

DocuSigned by:
Jannie Quinn

City Attorney

APPROVED AS TO CONTENT:

FINANCIAL APPROVAL:

DocuSigned by:
Suzanne Mederhofer, Assistant

Finance and Administrative Services Director

ATTEST:

CITY OF LOS ALTOS

[Signature]

City Clerk Jon Maginot

By: [Signature]

~~Mayor~~ City Manager
Christopher Jordan

APPROVED AS TO FORM:

DocuSigned by:
Christopher Diaz

City Attorney

APPROVED AS TO CONTENT:

Signature not required per Los Altos City Manager

~~City Manager~~

**AMENDMENT NO. SIX TO CONTRACT NO. C869
BETWEEN THE CITY OF PALO ALTO AND THE BOARD OF
TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**

This Amendment No. Six (6) to the Contract is made and entered into on _____, by and between the CITY OF PALO ALTO, a chartered city and a chartered municipal corporation of the State of California (“City”) and the BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California (“Stanford”) (individually, a “Party”; collectively, the “Parties”).

RECITALS:

A. The Parties have entered into that certain Contract Between Palo Alto and Stanford, executed on November 30, 1956, as amended by the Addendum and Amendments described below (collectively, the “Contract”). The Contract has been amended five times as follows: Addendum No. One (1) to the Contract Between the City of Palo Alto and Stanford, dated as of June 11, 1971; Amendment No. Two (2) to the Contract Between the City of Palo Alto and Stanford, dated as of November 2, 1998; Amendment No. Three (3) to the Contract Between the City of Palo Alto and Stanford, dated as of March 16, 2009; Amendment No. Four (4) to the Contract Between the City of Palo Alto and Stanford, dated as of October 17, 2016, and: Amendment No. 5 to the Contract Between the City of Palo Alto and Stanford, dated as of August 13, 2018.

B. Palo Alto owns and operates the sewage system (the “System”) pursuant to the Contract, and is responsible for making capital additions to the System. Under the Contract, prior to commencement of construction of any capital additions or enlargements of the System, City and Stanford shall agree upon the terms of payment by Stanford of its proportionate cost. The Parties now desire to agree upon the sharing of costs associated with the planning and design of the primary sedimentation tanks rehabilitation, the fixed film reactors (or other secondary process) upgrades, a new laboratory/Environmental Service building, and the design and construction of a sludge dewatering and load-out facility (individually, the “Project”, collectively, the “Projects”). The Projects will become part of the regional water quality control plant (the “Plant”), which is owned and operated by Palo Alto as part of the System. Through Amendment No. Four (4), the Parties authorized the City to pursue State Revolving Fund (“SRF”) loans from the State Water Resources Control Board (“SWRCB”) to fund the costs of the Projects. The City was authorized to seek a SRF loan for a maximum amount of \$6.75 million for planning/design work for three of the projects (primary sedimentation tanks, the fixed film reactors, and the new laboratory/Environmental Service building). However, due to the current statewide demand for SRF funding, SRF applications for planning/design work are unlikely to be given priority over applications for construction work. Therefore, the City needs the flexibility to use various financing options including SRF, bond financing, or other financing options, to fund the planning/design work for the Projects identified in Amendment No. Four (4).

C. Amendment No. Four (4) also authorized the City to seek a SRF loan for a maximum amount of \$28 million for the design and construction of the sludge dewatering and load-out facility, which the City was granted. Prior to the receipt of the SRF loan for design, the City utilized the annual minor capital budget funded by the Parties to fund the planning and design costs for the Sludge Dewatering and Load-out Facility Project, with the intent to reimburse the minor capital budget once the SRF loan funds were received. Now that the City has received the SRF loan funds for design of the sludge dewatering and load-out facility (approximately \$3.4 million), the Parties desire to use this funding to reimburse the minor capital budget for initial funding of planning and design for the primary sedimentation tanks rehabilitation, the fixed film reactors (or other secondary process) upgrades, and the new laboratory/Environmental Service building.

D. The Parties desire to address the funding mechanism for the remainder of the design costs for the primary sedimentation tanks rehabilitation, the fixed film reactors (or other secondary process) upgrades, and the new laboratory/Environmental Service building, and reserve for a future Contract amendment the financing plans for construction of these projects.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Amendment No. Six (6), the Contract is hereby amended as follows:

Section 1. Paragraph 24 of the Contract is hereby amended to read, as follows:

“24. IMPLEMENTATION OF THE PROJECTS. Palo Alto and Stanford hereby approve the planning/design of the primary sedimentation tanks rehabilitation, the fixed film reactors (or other secondary process) upgrades, a new laboratory/Environmental Service building, and the design/construction of a sludge dewatering and load-out facility (individually, the “Project”, collectively, the “Projects”). Each Party shall pay its share of the Project Costs for the Projects in proportion to the capacity it owns in the Joint System or portion thereof as shown in Exhibit “H” to Amendment No. Two (2) to the Contract. “Project Costs” means all costs incurred in connection with the planning, design, and implementation of the Projects and all costs incurred in the construction of the sludge dewatering and load-out facility. Without limiting the generality of the foregoing, Project Costs shall include, but not be limited to: design, engineering, and other consultants’ fees and costs, including fees incurred pursuant to agreements with engineers, contractors and other consulting, design and construction professionals; environmental analysis and approval costs, including cost of compliance with the California Environmental Quality Act; deposits, applicable permit fees; all costs to apply for and secure necessary permits from all required regional, state, and federal agencies; plan check fees, and inspection fees; construction costs; initial maintenance; attorneys’ fees and costs; insurance; interest from the date of payment on any contracts.

The Parties authorize Palo Alto to pursue State Revolving Fund (“SRF”) loans from the State Water Resources Control Board (“SWRCB”) or other project financing (i.e. utility revenue bonds) to fund the costs of the Projects. The maximum amount of the planning/design financing sought for the planning/design of the primary

sedimentation tanks, the fixed film reactors (or other secondary process) upgrades, and a new laboratory/Environmental Service building will be \$6.75 million. Construction financing of these three projects would be approved by the Parties through a future amendment to the Contract.

The maximum amount of the SRF construction loan sought for the design/construction of a sludge dewatering and load-out facility will be \$28 million. The loan will have a thirty-year repayment term. The SRF loan shall be repaid by the Parties in the same proportionate shares as shown on Exhibit "H" to Amendment No. Two (2) to the Contract.

If the SWRCB terminates its loan commitment unexpectedly following execution of the planning and/or construction contract(s) for the Project or the Projects, the City shall notify the Parties promptly. Following notification of the termination of the SRF loan commitment, the Parties shall meet in a timely manner to discuss alternative funding sources and strategies for completion of the Projects. If the Parties are unable to agree on new funding sources in a timely manner, then the City shall have the right to terminate the Project or Projects immediately.

The Parties shall remain responsible for Project Costs incurred, whether before or after termination of the Project/Projects, in connection with the termination of the Project planning/design/construction contract(s), in the same proportion to each organization's share, as shown on Exhibit "H" to Amendment No. Two (2) to the Contract.

Stanford shall pay its share of any Project Costs within ten (10) business days of receipt of the annual billing statement sent by Palo Alto. If Stanford disputes the correctness of an invoice, it shall pay the invoice in full and the dispute shall be resolved after payment in accordance with the Contract, and shall not offset against any payment due.

Section 2. Paragraph 25 is hereby added to the Contract to read, as follows:

"25. OPTIONAL FUNDING MECHANISM FOR THE PLANNING AND DESIGN OF THE PROJECTS. The City utilized the annual minor capital budget funded by the Parties to fund the Sludge Dewatering and Load-out Facility project design, with the intent to reimburse the annual minor capital budget once the SRF loan for that project phase was received. The Parties agree that the City may use the SRF loan reimbursement funds for the Sludge Dewatering and Load-out Facility project design (soft costs only of approximately \$3.4+- million, referred to in this Section 25 as the "Reimbursement Funds") to finance the initial planning and design costs of the three projects (primary sedimentation tanks, fixed film reactors (or other secondary process) upgrades, and a new laboratory/Environmental Service building). After the Reimbursement Funds are exhausted, any additional planning and design expenses for the three projects shall be paid by the Parties in quarterly payments in the same proportionate shares as shown on Exhibit "H" to Amendment No. Two (2) to the

Contract. Once construction financing for these three projects is secured, the City may roll any remaining, yet unbilled, planning and design expenses into the debt financing instrument.

Section 3. All references to “fixed film reactors upgrades” in Amendment No. Four (4) to the Contract shall be amended to read “fixed film reactors (or other secondary process) upgrades”.

Section 4. Except as modified herein, the Contract shall remain unchanged, and is hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment as of the date first written above.

ATTEST:

CITY OF PALO ALTO

City Clerk

By: _____
Mayor

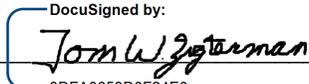
APPROVED AS TO FORM:

City Attorney or Designee

APPROVED AS TO CONTENT:

City Manager or Designee

THE BOARD OF TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY

By: 
Name: _____
Tom W. Zigterman

Title: _____
Director - Water Resources and Civil Infrastructure

Certificate Of Completion

Envelope Id: 41C1B947CBA44E0E97090C36A974F6EF	Status: Completed
Subject: Please DocuSign: Stanford CPA Amendment No. 6 version 2018-07-09.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Maybo AuYeung
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Maybo.AuYeung@CityofPaloAlto.org
	IP Address: 12.220.157.20

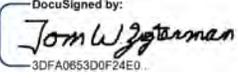
Record Tracking

Status: Original	Holder: Maybo AuYeung	Location: DocuSign
8/16/2018 4:43:36 PM	Maybo.AuYeung@CityofPaloAlto.org	
Security Appliance Status: Connected	Pool: City of Palo Alto	
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Signer Events

Tom W. Zigterman
twz@stanford.edu
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

3DFA0853D0F24E0
Signature Adoption: Drawn on Device
Using IP Address: 171.67.107.108

Timestamp

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Resent: 8/20/2018 3:37:54 PM
Viewed: 8/21/2018 7:40:32 AM
Signed: 8/21/2018 7:43:23 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jamie Allen
James.Allen@CityofPaloAlto.org
Manager Water Quality Control Plant
City of Palo Alto

COPIED

Sent: 8/21/2018 7:43:24 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Julia Nussbaum
juliann@stanford.edu

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Sent: 8/21/2018 7:43:24 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Sandra Lee Sandy.Lee@cityofpaloalto.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/21/2018 7:43:24 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/21/2018 7:43:24 AM
Signing Complete	Security Checked	8/21/2018 7:43:24 AM
Completed	Security Checked	8/21/2018 7:43:24 AM

Payment Events	Status	Timestamps
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