

RESOLUTION NO. 24-094

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
ESTABLISHING A POLICY FOR AUTOMATED LICENSE PLATE READERS**

WHEREAS, Automated License Plate Reader (ALPR) cameras are used by police departments across the United States to instantly capture license plate information and compare it against lists of license plates associated with stolen vehicles, people who have committed a crime, and for other investigative purposes; and

WHEREAS, many organizations that have used ALPR technology have found it to be an effective tool in fighting crime; and

WHEREAS, California Civil Code section 1798.90.5 requires that public agencies with ALPRs adopt and implement a usage and privacy policy that identifies the individuals who will have access to the ALPR data, describes how the ALPR system will be monitored, lists parameters for sharing of ALPR data, describes measures that will be taken to protect the accuracy of ALPR data, and specifies the retention period for ALPR data.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cupertino hereby adopts the attached Automated License Plate Reader Policy for the use of ALPR cameras in the City of Cupertino.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 1st day of October, 2024, by the following vote:

Members of the City Council

AYES: Mohan, Fruen, Chao, Moore

NOES: None

ABSENT: Wei

ABSTAIN: None

<p>SIGNED:</p> <p><u>Sheila Mohan</u></p> <p>Sheila Mohan, Mayor City of Cupertino</p>	<p><u>10/10/2024</u></p> <p>Date</p>
<p>ATTEST:</p> <p><u>Kirsten Squarcia</u></p> <p>Kirsten Squarcia, City Clerk</p>	<p><u>10/10/2024</u></p> <p>Date</p>

CITY OF CUPERTINO AUTOMATED LICENSE PLATE READER POLICY

I. Purpose

The City of Cupertino ("City") leases an Automated License Plate Reader (ALPR) system within the City operated by the Santa Clara County Sheriff's Office ("Sheriff's Office") for certain law enforcement and public safety purposes. ALPR systems use high-speed cameras to photograph vehicle license plates. The City intends to contract with vendors to install and maintain the ALPR system. The City ALPR system may also obtain data from ALPR cameras not owned or leased by the City. This policy applies to data held within the City's ALPR system but does not apply to data held independently by the owners or lessors of ALPR cameras not owned or leased by the City. The City ALPR system is intended only for authorized law enforcement and public safety purposes, and its data are only intended to be accessed by authorized users.

California Civil Code section 1798.90.5 requires public agencies operating ALPR systems to adopt and implement a usage and privacy policy to ensure that the collection, use, maintenance, sharing, and dissemination of information collected pursuant to such system protects individual privacy and civil liberties. Consistent with the City's commitment to individual privacy and civil liberties and the State law mandate, the City has adopted this policy to regulate the use, management, retention, and other aspects of the City's ALPR system. This policy shall be made available to the public in writing and posted on the City's website.

II. Authorized and Prohibited Uses

The City ALPR system shall only be utilized for the following purposes:

- To locate stolen, wanted, and/or other vehicles that are the subject of an investigation
- To locate and/or apprehend individuals subject to arrest warrants or who are otherwise lawfully sought by law enforcement
- To locate victims, witnesses, suspects, and others associated with a law enforcement investigation
- To locate missing persons, including in response to Amber Alerts and Silver Alerts
- To support local, State, Federal, and regional public safety departments in the identification of vehicles associated with targets of criminal investigations,

- including investigations of serial crimes
- To analyze traffic patterns using anonymized data
- To protect participants at special events; and
- To protect critical infrastructure sites.

Any data obtained from the City ALPR system shall be used and handled pursuant to this policy and applicable State and Federal law. All other uses not referenced above are prohibited. Under no circumstances shall the ALPR system be used for personal or commercial purposes or other purposes not specifically authorized above. Access to the ALPR system does not negate the need to comply with other laws or regulations, including obtaining a search warrant when legally required. The City shall at no time maintain an account for the ALPR system that allows the City to access the data collected or stored by the ALPR system.

III. Data Collection

The City ALPR system shall collect digital images of vehicle license plates and their associated license plate numbers. The ALPR system shall collect the date and time the license plate passes a digital-image site where an ALPR is located, a captured vehicle's geographical location, and vehicle details (make, model, type, and color). Live video, vehicle speeds, and audio shall not be provided or recorded. To the extent practicable, the ALPR system shall be designed to blur images of individuals that the system may inadvertently collect.

IV. Installation and Maintenance

This policy addresses the installation and maintenance of city-owned or leased ALPR devices. An Encroachment Permit will be required for the installation of these devices. While there will be no fee for the permit, an insurance certificate will be necessary. A traffic control plan will also be required if traffic is obstructed during installation.

No privately leased or owned ALPR devices will be permitted on City infrastructure. The City will lease the ALPR devices from a vendor responsible for installation and maintenance. The vendor will not be authorized to access data collected by the ALPR system under any circumstances. Their role will be limited to operating, inspecting, troubleshooting, and maintaining the system hardware, software, associated cloud storage mechanisms, and servers, as necessary. To the extent feasible, cameras should be directed toward public property and away

from private property.

V. Data Access, Storage, and Protection

The City's ALPR system may only be used by, and data collected thereunder shall be accessible only by, personnel of the Sheriff's Office pursuant to a contract providing law enforcement services to the City. The City's ALPR system shall be accessible only through a login and password-protected system capable of documenting individual user access by name, date, and time.

In addition to this policy, Sheriff's Office personnel shall observe and comply with the Sheriff's Office Surveillance Use Policy and any additional guidelines and regulations that are in place governing ALPR use and access. Prior to the City granting use and access, the Sheriff's Office shall execute an agreement with the City and/or the City's contracted ALPR vendor(s), to the satisfaction of the City Attorney, agreeing to comply with this policy.

Contracts with vendors for the operation, maintenance, and repair of the ALPR system shall provide that the vendor is not authorized to access data collected by the ALPR system under any circumstances. Such vendors shall only be tasked with operating, inspecting, troubleshooting, and maintaining the system hardware, software, associated cloud storage mechanisms, and servers, as necessary.

Data collected by the City ALPR system is automatically uploaded to the ALPR system's associated cloud storage at the time of capture. The City's contracted ALPR vendor shall provide and maintain cloud storage and server capacity as part of the scope of services. The City shall confirm that the contracted vendor installs and implements appropriate security measures for such storage, including encryption, firewalls, authentication, and other reasonable data protection measures.

Data stored in the City ALPR system cloud space shall not be downloaded to a local server, stored locally on a hard drive or portable device, or provided in a physical printout, except in the following cases:

- Where the ALPR system has identified vehicle license plate images and numbers as a match to a law enforcement registry
- Where data retrieval is necessary for conducting or assisting with a criminal investigation or to facilitate an authorized use identified in Section II

above

Only personnel from the Sheriff's Office working in an investigative or enforcement function may download ALPR data for local storage or printout (collectively, "Local Data") for authorized purposes stated herein. Data from the City ALPR system may not otherwise be downloaded for any other purpose, whether by Sheriff's Office authorized personnel, City staff, or other individuals or entities.

Local Data shall be maintained in accordance with applicable State and Federal evidentiary laws and in accordance with appropriate chain of custody practices. Additionally, the Sheriff's Office shall implement physical security, encryption, firewalls, authentication, and other reasonable security measures to protect Local Data retrieved from the system.

Local Data shall be accessible only through a login and password-protected system capable of documenting individual user access by name, date, and time.

VI. Data Retention

Data stored in the ALPR cloud system shall be purged after thirty (30) days from the date it was uploaded to the cloud system unless downloaded or stored pursuant to Section IV above.

Data that is downloaded or stored pursuant to Section IV above shall be purged no later than twelve (12) months from the date it was downloaded for local storage unless the data thereafter becomes associated with a criminal investigation or an ongoing case for an authorized purpose identified in Section II above. In the latter case, the data shall be retained for the duration of the criminal investigation and the criminal proceedings through adjudication of the case in the same manner as other evidence in the matter unless otherwise ordered by the court to be retained for a longer period or permanently.

VII. Public Access

Data from the City ALPR system shall not be sold, shared, or transferred except as explicitly authorized by this policy. Data from the City ALPR system shall not be made public unless specifically required by State or federal law or court order. If a public request for data is received, the Sheriff's Office shall consult with the Santa Clara County Counsel's Office to determine whether the requested data is exempt

from disclosure pursuant to the California Public Records Act or other State or Federal law provisions, and whether any additional steps are required in response to such a request for data.

VIII. Third-Party Data Sharing

Data-sharing from the City's ALPR system shall be limited to only the following:

- District Attorney's Office for use as evidence to aid in prosecution, in accordance with laws governing evidence
- Public Defender's Office or criminal defense attorney via the District Attorney's Office in accordance with California criminal discovery laws; and
- Other law enforcement agencies, as part of a formal criminal or administrative investigation
- Parties to civil litigation in response to a court order.

IX. Training

All personnel authorized to use and access the ALPR system and data pursuant to this policy shall receive all required training from the Sheriff's Office. Said personnel shall also review and receive copies of this policy and the Sheriff's Office Surveillance Use Policy.

X. Oversight

The Sheriff's Office shall ensure compliance with this policy as the provider of law enforcement services to the City.

All-access to ALPR system data shall be logged, and the Sheriff's Office shall maintain an audit trail of requested and accessed information, including the purpose of the search. Periodic, random audits shall be conducted by the Sheriff's Office and on at least an annual basis. Audits shall ensure compliance with this policy and all applicable laws and shall be used to ensure the accuracy of ALPR information and correct data errors. Audit reports shall contain at least the following information:

- Name of law enforcement agency that accessed the data
- Date and time of access

- Reason for accessing data
- Activity executed, including any license plate numbers searched identified in a separate confidential appendix
- Incident number associated with the investigation
- The number of arrests resulting from the ALPR system
- The number and type of data requests, disclosures, and denials
- The number and nature of any violations of this policy or applicable laws
- The number and resolution of any complaints received
- Any challenges or problems encountered with the ALPR system
- Any recommendations for improvement or enhancement of the ALPR system

Upon completion of each audit, the Sheriff's Office shall provide a copy of the audit report to the City Manager or the City Manager's designee within five (5) business days of completion.

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF CUPERTINO REGARDING THE USE OF AUTOMATIC LICENSE PLATE READERS (ALPRs)

This Memorandum of Understanding ("MOU") is made between the County of Santa Clara ("County") and the City of Cupertino ("City") (collectively referred to as the "Parties" and each one a "Party") regarding the administration of the City's Automatic License Plate Reader system ("ALPRs").

I. PURPOSE

In 2014, the County entered into a Law Enforcement Contract with the City pursuant to which the County of Santa Clara Office of the Sheriff ("Sheriff's Office") provides law enforcement services within the corporate limits of the City. In 2024, the Parties entered into a First Amendment to the Law Enforcement Contract. The Law Enforcement Contract and the First Amendment to the Law Enforcement Contract are attached as Exhibit A to this MOU.

The City has acquired ALPRs for use within the corporate limits of the City.

The City desires that the Sheriff's Office administer the ALPR system pursuant to the Law Enforcement Contract and the First Amendment to the Law Enforcement Contract between the County and the City.

The purpose of this MOU is to govern the Parties' obligations with respect to the ALPRs.

II. ROLES AND RESPONSIBILITIES

A. Acquisition and Maintenance of ALPRs

The City will be responsible for the acquisition, installation, and maintenance of the ALPRs, and any associated costs. The City may consult with the Sheriff's Office on the placement of the ALPRs.

B. Authorized and Prohibited Uses

The ALPRs will only be used for the purposes identified in the City's ALPR Policy (attached as Exhibit B) and the County ALPR Surveillance Use Policy (attached as Exhibit C). Where a conflict exists between the City ALPR Policy and the County ALPR Surveillance Use

Policy, the more restrictive policy shall govern the conduct of the County and the Sheriff's Office, and any officers, employees, or agents thereof, with respect to the ALPRs.

C. Data Collection, Storage, Access, Sharing, and Retention

Data collection, storage, access, sharing, and retention will be in accordance with the City ALPR Policy and the County ALPR Surveillance Use Policy. Where a conflict exists between the City ALPR Policy and the County ALPR Surveillance Use Policy, the County ALPR Surveillance Use Policy shall govern the conduct of the County and the Sheriff's Office, and any officers, employees, or agents thereof, with respect to the ALPRs.

The City further agrees that it will delegate the administrative account with two-factor authentication enabled for the ALPR system to a Sheriff's Office employee designated by the Sheriff's Office. The City shall at no time maintain an account for the ALPR system that allows the City access to the data collected or stored by the ALPR system.

D. Data Ownership

As between the County and the City, the City owns the images captured by the ALPR system. The County owns any data input by the Sheriff's Office into the ALPR system and any data or records generated by the ALPR system or by the ALPR vendor reflecting a match between an image and a vehicle of interest.

E. Training

All Sheriff's Office personnel authorized to use and access the ALPR system and data pursuant to this MOU shall receive all required training from the Sheriff's Office. Said Personnel shall also review and receive copies of the City ALPR Policy and the County ALPR Surveillance Use Policy.

F. Oversight

Each Party will ensure that its officers, employees, and agents comply with this MOU, including the City ALPR Policy and County Surveillance Use Policy.

All access to ALPR Data shall be logged, and the Sheriff's Office shall maintain an audit trail of requested and accessed information, including the purpose of the search. The

Sheriff's Office shall conduct an audit on at least an annual basis to determine compliance with this MOU, the incorporated exhibits, and all applicable laws. The Sheriff shall provide copies of the audit report to the City as requested but is entitled to withhold any law enforcement-sensitive portions of the report (e.g., California Department of Justice or other criminal justice data released on a need-to-know/right-to-know basis).

G. Compensation

The Sheriff's Office will be compensated for services performed under this MOU in accordance with the Law Enforcement Contract and the First Amendment to the Law Enforcement Contract.

III. TERM OF AGREEMENT

The term of this MOU shall commence upon the date of execution by all Parties and shall expire on June 30, 2026, unless otherwise terminated by the Parties as provided herein. The Parties may extend the term of the MOU by written amendment to this MOU executed by all Parties.

IV. TERMINATION

Any Party may terminate this MOU, at any time and without cause, upon 60 days' written notice given to the other Party pursuant to Section VI, "NOTICES."

The County (through the Board of Supervisors) may immediately terminate the MOU for cause if it determines that the City is violating the terms of this MOU, including the attached Exhibits. Prior to terminating for cause, the County must provide the City with notice of the alleged breach and provide the City 5 business days to respond and remedy the breach. The County (through the Board of Supervisors) may immediately terminate the MOU if City fails to timely remedy the breach.

Notwithstanding Section III, the MOU shall immediately terminate upon the termination of the Law Enforcement Contract (including any extensions or amendments thereof).

Should the City revoke or amend the City ALPR Policy or the County revoke or amend the County ALPR Policy, either Party has the option to either terminate this MOU or to offer

an amendment to the MOU.

V. AMENDMENTS

This MOU may only be amended by a written instrument signed by the Parties.

VI. NOTICES

Any notice required to be given under this MOU shall be in writing and addressed as follows:

Notice to County:

Robert Jonsen, Sheriff
Santa Clara County Office of the Sheriff
55 W. Younger Avenue
San Jose, CA 95110

County of Santa Clara Board of Supervisors
70 West Hedding Street
East Wing, 10th Floor
San Jose, CA 95110

James Williams, County Executive
70 West Hedding Street
11th Floor
San Jose, CA 95110

Tony LoPresti, County Counsel
70 West Hedding Street
East Wing, 9th Floor
San Jose, CA 95110

Notice to City:

Pamela Wu, City Manager
10300 Torre Avenue
Cupertino, CA 95014

Christopher Jensen, City Attorney
10300 Torre Avenue
Cupertino, CA 95014

Thomas Chin, Emergency Manager
10300 Torre Avenue
Cupertino, CA 95014

The notice required by this MOU shall be effective when, according to timestamps in the sender's email system or deposited in the United States mail, first-class postage is prepaid.

VII. INDEMNIFICATION AND INSURANCE

Indemnification and insurance for purposes of this MOU will be governed by Sections IV and V of the Law Enforcement Contract.

VIII. RECORDS REQUESTS

The Parties are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA").

To the extent a Party's proprietary information is contained in documents or information submitted to any other Party, and the Party submitting the document or information ("submitting Party") claims that such information falls within one or more CPRA exemptions, the submitting Party must clearly mark such information "CONFIDENTIAL AND PROPRIETARY" or with similar language, and identify the specific lines containing the information. In the event of a request for such information, the Party in receipt of such information ("receiving Party") will make best efforts to provide notice to the submitting Party prior to such disclosure pursuant to a CPRA request. If the receiving Party receives a CPRA request seeking or partially seeking information clearly marked as confidential or proprietary of the submitting Party, the receiving Party will provide written notice to the submitting Party in a reasonably prompt manner. If the submitting Party contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the receiving Party is required to respond to the CPRA request. If the submitting Party fails to obtain such remedy within the time the receiving Party is required to respond to the CPRA request, the receiving Party may disclose the requested information.

Data collected by the ALPRs shall not be made public unless required by federal or state law or court order. The Parties agree that they will notify and consult with the other

with respect to any CPRA request seeking records relating to the ALPR system.

The Parties agree that it shall defend, indemnify, and hold harmless the other against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys' fees) that may result from denial of a CPRA request for information arising from any representation, or any action (or inaction) of the indemnifying Party.

IX. CONFLICTS OF INTEREST

The Parties shall comply, and shall ensure that their employees, contractors and subcontractors comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). In accepting this MOU, the Parties covenant that they presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this MOU. Each Party is responsible for assuring compliance of its subcontractors and employees with the requirements of this provision.

X. NON-DISCRIMINATION

The Parties shall comply with all applicable laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, the Parties shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical

condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall the Parties discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

XI. GOVERNING LAWS AND VENUE

This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. The proper venue for legal action regarding this MOU shall be in Santa Clara County.

XII. ENTIRE AGREEMENT

This MOU and its Exhibits and/or Attachments constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties regarding the subject of this MOU. All Exhibits and/or Attachments to this MOU are incorporated herein as one agreement. This MOU incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this MOU. In the event that any term, condition, provision, requirement, or specification set forth in the body of this MOU conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this MOU, the provisions of the body of the MOU shall prevail. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

XIII. THIRD PARTY BENEFICIARIES

This MOU does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

XIV. SIGNATORIES NOT AGENTS/INDEPENDENT CONTRACTOR

Parties to this MOU shall have no authority, express or implied, to act on behalf of any

signatory in any capacity whatsoever as an agent. The Parties shall have no authority, express or implied, pursuant to this MOU to bind each other to any obligation whatsoever. This MOU is not a contract of employment and does not create an employer-employee relationship between the Parties and neither Party shall be considered the employees of the other and shall not qualify for or become entitled to any claims for employment and retirement benefits from the other.

XV. NON-ASSIGNMENT

No assignment of this MOU or of the rights and obligations hereunder shall be valid without the prior written consent of all Parties.

XVI. WAIVER

No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

XVII. COUNTERPARTS

This MOU may be executed by the Parties in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

XVIII. CONTRACT EXECUTION

Unless otherwise prohibited by law or County or City policies, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract executed by applying an electronic signature using technology approved by the County or the City.

XIX. COVID-19 REQUIREMENTS (IF APPLICABLE)

City shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or

proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home> and incorporated herein by this reference. City shall comply with all reasonable requests by County for documentation demonstrating City's compliance with this Section.

XX. LEVINE ACT COMPLIANCE

City will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in City's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. City agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County's Board of Supervisors, City shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and City must submit all such forms to the County as a prerequisite to execution of the Agreement.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the Effective Date written above.

COUNTY OF SANTA CLARA

CITY OF CUPERTINO

Susan Ellenberg
President, Board of Supervisors
Date: _____

Pamela Wu
City Manager
Date: _____

Signed and certified that a copy of this document
has been delivered by electronic or other means to
the President, Board of Supervisors.

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

Stephanie M. Jackson
Deputy County Counsel
Date: _____

Christopher D. Jensen
Cupertino City Attorney
Date: _____

ATTEST:

ATTEST:

Curtis Boone
Acting Clerk of the Board
Date: _____

Kirsten Squarcia
City Clerk
Date: _____